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**TIGARD CITY COUNCIL  
MEETING**

**MARCH 18, 2003 6:30 p.m.**

**TIGARD CITY HALL  
13125 SW HALL BLVD  
TIGARD, OR 97223**



**PUBLIC NOTICE:**

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead-time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting date by calling:

503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

**SEE ATTACHED AGENDA**

**A G E N D A**  
**TIGARD CITY COUNCIL WORKSHOP MEETING**  
**MARCH 18, 2003**

6:30 PM

1. **WORKSHOP MEETING**
  - 1.1 Call to Order - City Council
  - 1.2 Roll Call
  - 1.3 Pledge of Allegiance
  - 1.4 Council Communications & Liaison Reports
  - 1.5 Call to Council and Staff for Non Agenda Items
2. **UPDATE ON THE URBAN GROWTH BOUNDARY EXPANSION AND SCOPE**
  - a. Staff Report: Community Development Staff
3. **DISCUSSION ON THE PROPOSED STREET MAINTENANCE FEE**
  - a. Staff Report: Engineering Staff
4. **PREVIEW AND DISCUSS ATFALATI RECREATION DISTRICT CONCESSION AGREEMENT OPTIONS**
  - a. Staff Report: Public Works Staff
5. **COUNCIL LIAISON REPORTS**
6. **NON-AGENDA ITEMS**
7. **EXECUTIVE SESSION:** The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
8. **ADJOURNMENT**

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AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF March 18, 2003

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on Urban Growth Boundary Expansion Scope and Process

PREPARED BY: Barbara Shields DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

Staff will update Council on Metro's UGB expansion program and process, including major policy alternatives for Tigard.

STAFF RECOMMENDATION

N/A. Review only.

INFORMATION SUMMARY

The primary objective of the March 18, 2003 presentation is to discuss the major factors that would ultimately shape the City's UGB (Urban Growth Boundary) expansion program and provide an overall context for Council's choices and recommendations to develop the UGB program.

The secondary objective is to start a discussion to determine the long-term impacts and relationship between the ongoing Bull Mountain annexation study and the UGB expansion program.

It should be emphasized that, given the complexity and timeline for both programs, the development of the combined Bull Mountain/UGB strategy is emerging as one of the truly critical urbanization policy and land use development challenges for Tigard.

The two major policy alternatives, contained in the attached memo (Exhibit A), are based on the premise that the service provision and annexation issues, which are central to both programs, are part of the overall Strategic Finance Plan for the City:

1. Should the City focus on the UGB expansion areas for adoption in 2005 with the Bull Mountain program following a separate path? (Attachment 1)

OR

2. Should the Bull Mountain and UGB expansion programs merge in one urban service provision program centered on the annexation plan approach? (Attachment 2)

The background, context, and rationale for recommendations for the two alternatives are contained in Exhibit A.

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OTHER ALTERNATIVES CONSIDERED

N/A

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Growth and Growth Management Goal #1: Growth while protecting the character and livability of new and established areas while providing for natural environment and open space throughout the community.

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ATTACHMENT LIST

- Exhibit A: March 4, 2003, memo to Council – “Urban Growth Boundary Expansion Program/Alternatives for Policy Choices”
- Attachment 1: Urban Service Provision Programs – Alternative 1
- Attachment 2: Urban Service Provision Programs – Alternative 2
- Attachment 3: Map – “UGB Expansion Areas Adjacent to Bull Mountain”
- Attachment 4: UGB Expansion Program
- Attachment 5: Concept Plan Requirements (Excerpts from Title 11, Metro’s Function Plan)
- Attachment 6: Tigard UGB Expansion Sites - Description

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FISCAL NOTES

N/A



**MEMORANDUM**

**CITY OF TIGARD**

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TO: Mayor and City Council

FROM: Barbara Shields

DATE: March 4, 2003

SUBJECT: Urban Growth Boundary Expansion Program / Alternatives for Policy Choices

The primary objective of this memo is to discuss the major factors that would ultimately shape the City's UGB (Urban Growth Boundary) expansion program and provide an overall context for Council's choices and recommendations to develop the UGB program.

The secondary objective is to start a discussion to determine the long-term impacts and relationship between the ongoing Bull Mountain annexation study and the UGB expansion program.

It should be emphasized that, given the complexity and timeline for both programs, the development of the combined Bull Mountain/UGB strategy is emerging as one of the truly critical urbanization policy and land use development challenges for Tigard.

The two major policy alternatives, contained in this memo, are based on the premise that the service provision and annexation issues, which are central to both programs, are part of the overall Strategic Finance Plan for the City:

1. Should the City focus on the UGB expansion areas for adoption in 2005 with the Bull Mountain program following a separate path? (Attachment 1)
- OR
2. Should the Bull Mountain and UGB expansion programs merge in one urban service provision program centered on the annexation plan approach? (Attachment 2)

The background, context, and rationale for recommendations for the two alternatives are discussed below.

**I. General Overview of Metro's UGB Expansion Process**  
**A. Background**

On December 12, 2002 the Metro Council finalized the two-year process reviewing the region's capacity for housing and jobs by expanding the Urban Growth Boundary (UGB). The total UGB expansion is 18,638 acres, with 2,851 acres dedicated for employment purposes. The UGB marks the separation between rural and urban areas for the 24 cities and urban portions of Clackamas, Multnomah and Washington Counties.

The Metro Council's decision affects two areas adjacent to Bull Mountain: Area 63 and Area 64 (Attachment 3). Both areas total approximately 480 acres, with the Metro-projected residential target number of 1,735 housing units.

## **B. Content of Metro's decision**

The complete UGB decision<sup>1</sup> includes

- 1) new policies that range from the protection of existing neighborhoods and provision of additional employment land to the improvement of downtown commercial centers; and
- 2) maps showing the proposed UGB expansion areas.

## **C. UGB Expansion Phases**

In general, the overall program may be divided into three major phases (Attachment 4). Each phase is described below, with an emphasis on the key-policy considerations that need to be addressed prior to the development of a UGB program expansion.

### **Phase 1. Metro's Compliance with the State (Dec. 2002 – Summer/Fall 2003)**

Metro completed the UGB legislative amendment as part of its periodic review work program with the State Department of Land Conservation and Development (DLCD). As such, the Land Conservation and Development Commission (LCDC) must first approve the Metro Council's adopted expansion of the UGB before the land is officially brought into the UGB. It is expected that the LCDC will make its determination on the UGB expansion in late Spring/early Summer 2003. Once DLCD makes its determination, there is a 60-day appeal period at which time all or a portion of the decision can be appealed to the State Court of Appeals. Any potential appeal may affect both the proposed amendments to Metro's plans and policies or may target specific expansion areas. It should be noted that the impact and the scope of the UGB decision has raised a number of questions related to both the proposed policies and the methodology Metro developed for the UGB expansion areas.

### **Phase 2. Local Compliance with Metro ("Concept Plan" development) (Fall 2003 – Fall 2005)**

Once Metro's decision is acknowledged by the State and finalized (possibly in early Fall 2003), the Metro Code requires that a "UGB concept plan" be developed for the affected areas.

1. Who prepares the "UGB concept plan"? The conceptual planning process for areas 63 and 64 may be directed by either Washington County or the City of Tigard and must be completed within two years of the LCDC acknowledgement.<sup>2</sup>
2. Scope of the "concept plan": The scope for the concept plan is determined by Metro Code. It includes provisions for residential densities, affordable housing, commercial and industrial development, transportation network, natural resource protection, public facilities, and school sites analysis (Attachment 5).

**Phase 3. Land Development/Urbanization/Annexation** (after Fall 2005). In general, the plan must provide foundations to address the primary urbanization question for Tigard's UGB expansion areas, i.e., what is the most optimal way to transition from rural to urban densities. The key consideration in the urbanization process is to address provisions for urban services.

The Metro Code (Title 11) requires jurisdictions responsible for the plan preparation to include "provision for annexation to a city **or** (*emphasis added*) any necessary service

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<sup>1</sup> Complete decision text (Ordinance No. 02-969B) consists of over 1000 pages

<sup>2</sup> Specifically, the Metro Council's decision (Exhibit M to Ordinance No. 02-969B) states that Washington County or, upon annexation of the areas to Tigard, the city shall complete the required planning process.

districts prior to urbanization of the territory or incorporation of a city or necessary service districts to provide all required urban services.”

In short, the following annexation issues are central to the concept of service provision in the UGB expansion areas and need to be addressed in the early stages of the program development:

1. Timing of annexation. Should the City require annexations prior to development of the UGB properties?

AND

2. Method of annexation. What annexation method would be optimal to provide an efficient transition to urban densities for the UGB expansion areas (areawide annexation, annexation plan, or site-specific annexations)?

## **II. Preliminary Assessment of Tigard’s UGB Expansion Impacts**

### **A. Preparation of the UGB “Concept Plan”**

1. **Current Conditions.** Attachment 6 contains a description of the two Tigard’s UGB expansion sites. In general, both areas have been developed to rural residential uses with parcel, ranging in size from a few to 25-30 acres. They are currently zoned as agriculture and forest district lands (County zoning) to retain the area’s rural character and conserve natural resources while providing for rural residential use and promoting agricultural and forest uses on small parcels. Both sites contain areas recognized as wetlands.
2. **Key Evaluation Factors.** The primary focus of the concept plan would have to address the “urban edge” issues, i.e. transition and distribution of residential densities at the Bull Mountain “edge.” Based on Metro’s preliminary assumptions, the expansion area would have to accommodate approximately 1,750 housing units. Currently, this area is occupied by approximately 40-50 houses. In general, the plan would have to include provisions for a diversified housing stock to fulfill a variety of housing needs.

The increased residential density would have to be balanced with the adequate provisions for open space/parkland; neighborhood-scale commercial support services; natural resource protection; and public facilities and services, including schools (Attachment 5).

3. **Summary of Planning Issues.** The major planning challenge for the UGB expansion areas would pertain to the conversion of two rural residential tracts of land into balanced urban communities. A combination of the expansion areas’ odd configurations, location, the existing land use pattern, and the Metro Code requirements (Attachments 3 and 5), may not allow them to develop as their own, distinct communities. Consequently, the primary question would be how to best integrate them with the existing surrounding areas.

## **III. Preliminary Assessment of “Edge” Urbanization/Development Issues in Tigard**

### **A. Relationship between the Bull Mountain annexation study and UGB expansion program**

1. **Service provision versus annexation.** Given the existing regulatory context, discussed previously in this memo, one of the key considerations in the urbanization program is to address the provisions for services prior to urbanization. The service provision and

annexation issues are central to both Bull Mountain and UGB programs and are part of the overall Strategic Finance Plan for the City.

**2. Planning for the Balanced Community.** Given the scope of the planning issues, discussed above, and their location between the UGB edge and the Bull Mountain area, both UGB expansion areas would not, most likely, develop as distinct and balanced communities. Therefore, there is a need to integrate the UGB expansion area with the rest of Bull Mountain with regards to open space/parkland, neighborhood commercial services, public facilities, transportation network and schools.

**3. Timing.** The Bull Mountain Master Plan, which covers approximately 1,400 acres, was originally adopted by Washington County in 1984, is outdated and needs to be revisited to meet the current development needs of the area. This, combined with the Metro requirement for a concept plan for the 480 acres of the UGB expansion in the near future (2005), would provide a good opportunity for a complete analysis of the entire area.

**4. Scale and Efficiency.** The total planning area, including the UGB and Bull Mountain areas, is approximately 1,880 acres. With the scale, scope, and timing for the two programs, there seems to be a need to evaluate the “economies of scale” approach to determine the efficiency of the two processes/programs by contrasting their objectives and outcomes.

## **B. Alternatives for UGB and Bull Mountain Programs**

Given the complexity and timeline for both programs, the development of the combined Bull Mountain/UGB strategy is emerging as one of the truly critical policy and land use development challenges for Tigard.

The two major policy alternatives, discussed below, are based on the premise that the service provision and annexation issues, which are central to the both programs, are part of the overall Strategic Finance Plan for the City.

### **Alternative 1**

*Should the City focus on the UGB expansion areas for adoption in 2005 with the Bull Mountain program following a separate path? (Attachment 1)*

This approach would allow the City to run two parallel programs with potentially two different strategies for both areas. The UGB concept plan, including an annexation method, would have to be adopted two years from the UGB acknowledgement by the State (Attachment 4).

### **Alternative 2**

*Should the Bull Mountain and UGB expansion programs merge in one urban service provision program centered on the annexation plan approach? (Attachment 2)*

This approach would allow the City to combine the two programs to address the Bull Mountain issues in a complete fashion to provide foundations for an integrated urbanization process at the edge of the City.

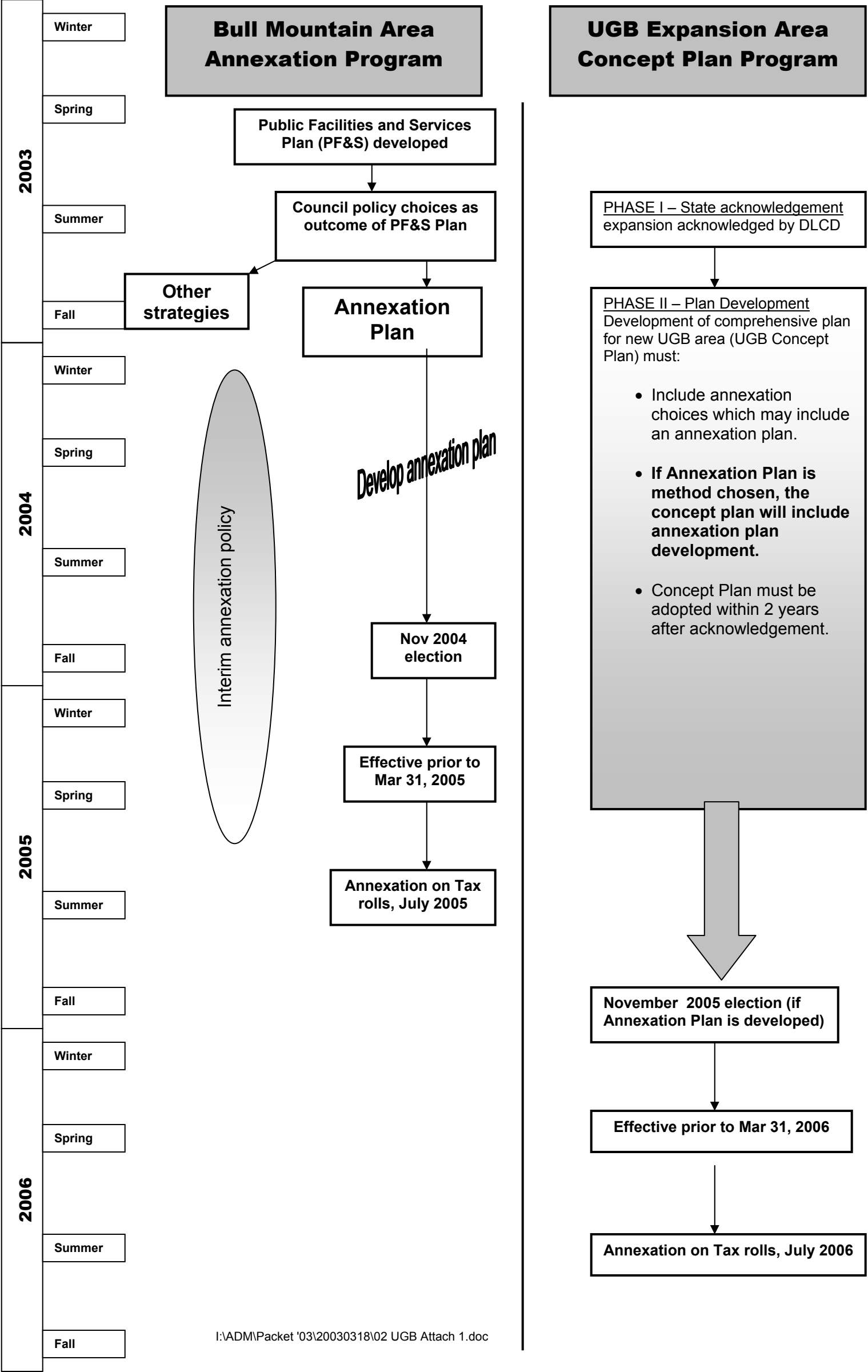
## **C. UGB Expansion Program**

Regardless of the outcome of the primary Bull Mountain/UGB urbanization policy questions (discussed above), the City needs to resolve the following issues to develop the UGB program (Exhibit 4):

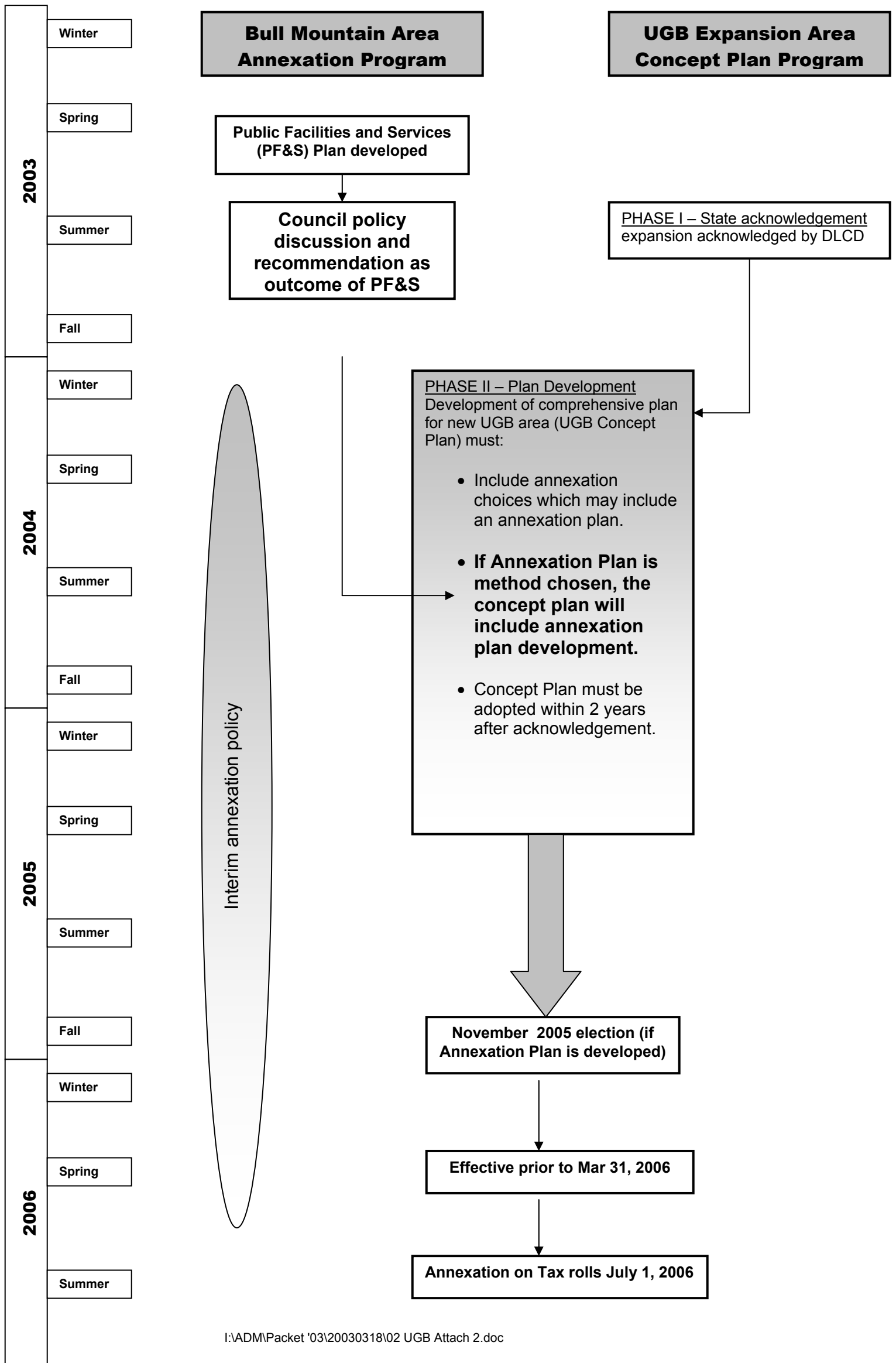
1. Should the City lead the planning process to prepare the “UGB concept plan”?
2. Should the City require annexations prior to development of the UGB properties?
3. What annexation method would be optimal to provide an efficient transition to urban densities for the UGB expansion areas (areawide annexation, annexation plan, or site-specific annexations)?

# Urban Service Provision Programs – Alternative 1

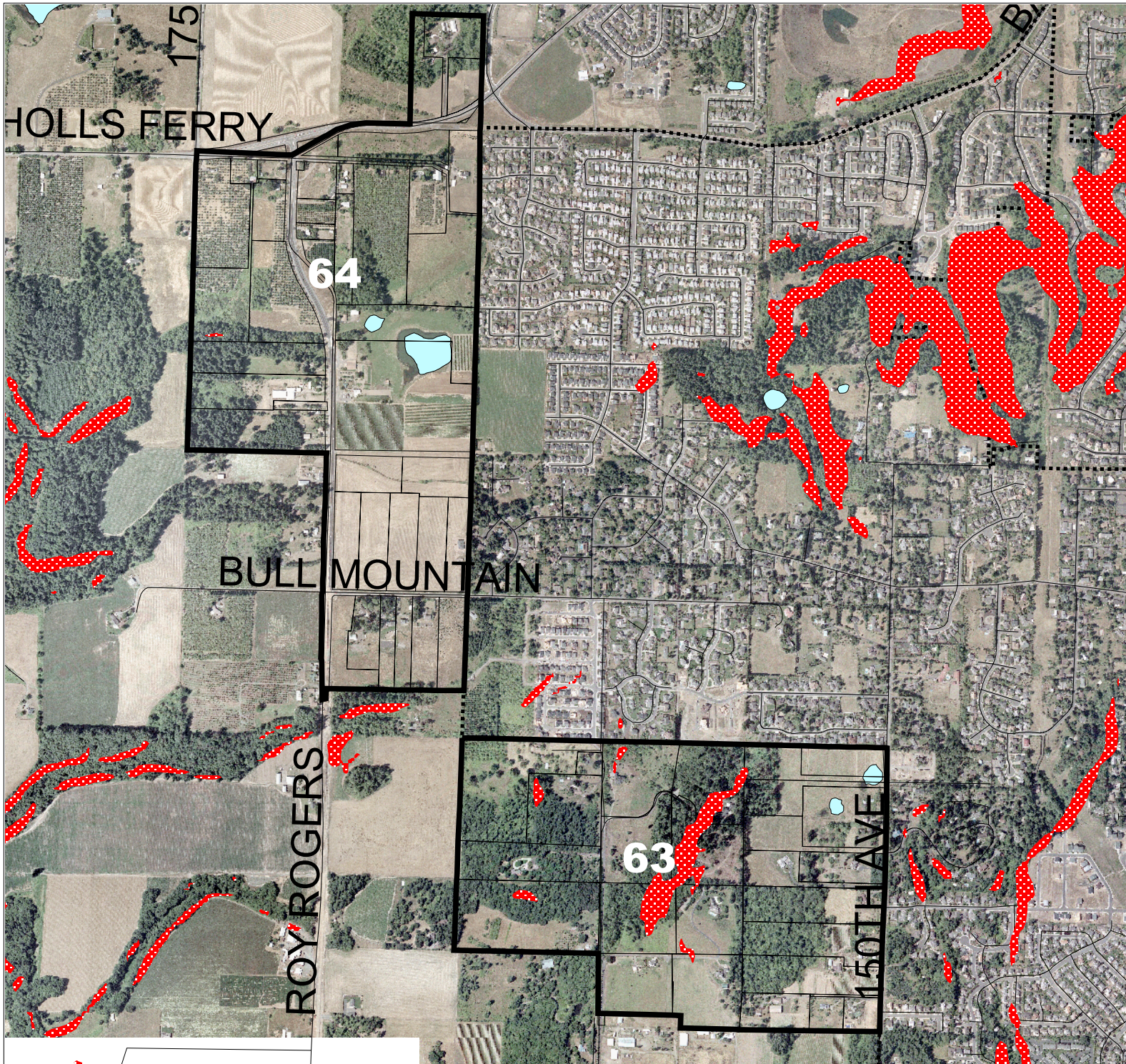
## (two separate programs)







# Urban Service Provision Programs – Alternative 2 (One combined program)







## UGB Expansion Areas Adjacent to Bull Mountain

-  Steep slopes
-  Reserves
-  Title 3 Wetlands
-  Tax Lots



0 400 800 1200 Feet  
1"= 970 feet



Information on this map is for general location only and  
should be verified with the Development Services Division.  
13125 SW Hall Blvd  
Tigard, OR 97223  
(503) 639-4171  
<http://www.ci.tigard.or.us>



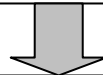
# UGB EXPANSION PROGRAM

**Objective: Transition from rural to urban form**

*Compliance  
between Metro  
and State*

## **Phase I: Acknowledgement (Metro's compliance with the State)**

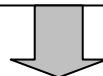
- UGB expansion part of State periodic review
- State must acknowledge prior to land being officially brought in
- 60 day appeal period
- UGB expansion anticipated to be acknowledged in Summer/Fall 2003



*Compliance  
between Metro  
and local  
jurisdiction*

## **Phase II: Concept Plan Development**

- Concept plan is required by Metro prior to urbanization of the expansion area
- Key considerations:
  - Who prepares the concept plan (City or County)
  - Scope of concept plan
- Required to be completed within 2 years of UGB expansion acknowledgement (Fall 2003-Fall 2005)



*Local  
jurisdiction*

## **Phase III: Urbanization**

### **Key consideration:**

- Method of annexation
  - Area wide annexation (entire UGB expansion area)
  - Site specific annexation (parcel by parcel)
  - Annexation Plan (UGB area only or with Bull Mountain area)
- Timing of annexation (prior to development of properties?)
- Provision of urban services

## **Concept Plan Requirements (Excerpts from Title 11, Metro's Functional Plan)**

### **3.07.1120 Urban Growth Boundary Amendment Urban Reserve Plan Requirements**

All territory added to the Urban Growth Boundary as either a major amendment or a legislative amendment pursuant to Metro Code chapter 3.01 shall be subject to adopted comprehensive plan provisions consistent with the requirements of all applicable titles of the Metro Urban Growth Management Functional Plan and in particular this Title 11. The comprehensive plan provisions shall be fully coordinated with all other applicable plans. The comprehensive plan provisions shall contain an urban growth plan diagram and policies that demonstrate compliance with the RUGGO, including the Metro Council adopted 2040 Growth Concept design types. Comprehensive plan amendments shall include:

- A. Provision for annexation to a city or any necessary service districts prior to urbanization of the territory or incorporation of a city or necessary service districts to provide all required urban services.
- B. Provision for average residential densities of at least 10 dwelling units per net developable residential acre or lower densities which conform to the 2040 Growth Concept Plan design type designation for the area.
- C. Demonstrable measures that will provide a diversity of housing stock that will fulfill needed housing requirements as defined by ORS 197.303. Measures may include, but are not limited to, implementation of recommendations in Title 7 of the Urban Growth Management Functional Plan.
- D. Demonstration of how residential developments will include, without public subsidy, housing affordable to households with incomes at or below area median incomes for home ownership and at or below 80 percent of area median incomes for rental as defined by U.S. Department of Housing and Urban Development for the adjacent urban jurisdiction. Public subsidies shall not be interpreted to mean the following: density bonuses, streamlined permitting processes, extensions to the time at which systems development charges (SDCs) and other fees are collected, and other exercises of the regulatory and zoning powers.
- E. Provision for sufficient commercial and industrial development for the needs of the area to be developed consistent with 2040 Growth Concept design types. Commercial and industrial designations in nearby areas inside the Urban Growth Boundary shall be considered in comprehensive plans to maintain design type consistency.
- F. A conceptual transportation plan consistent with the applicable provision of the Regional Transportation Plan, Title 6 of the Urban Growth Management Functional Plan, and that is also consistent with the protection of natural resources either identified in acknowledged comprehensive plan inventories or as required by Title 3 of the Urban Growth Management Functional Plan. The plan shall, consistent with OAR Chapter 660, Division 11, include preliminary cost estimates and funding strategies, including likely financing approaches.

G. Identification, mapping and a funding strategy for protecting areas from development due to fish and wildlife habitat protection, water quality enhancement and mitigation, and natural hazards mitigation. A natural resource protection plan to protect fish and wildlife habitat, water quality enhancement areas and natural hazard areas shall be completed as part of the comprehensive plan and zoning for lands added to the Urban Growth Boundary prior to urban development. The plan shall include a preliminary cost estimate and funding strategy, including likely financing approaches, for options such as mitigation, site acquisition, restoration, enhancement, or easement dedication to ensure that all significant natural resources are protected.

H. A conceptual public facilities and services plan for the provision of sanitary sewer, water, storm drainage, transportation, parks and police and fire protection. The plan shall, consistent with OAR Chapter 660, Division 11, include preliminary cost estimates and funding strategies, including likely financing approaches.

I. A conceptual school plan that provides for the amount of land and improvements needed, if any, for school facilities on new or existing sites that will serve the territory added to the UGB. The estimate of need shall be coordinated with affected local governments and special districts.

J. An urban growth diagram for the designated planning area showing, at least, the following, when applicable:

1. General locations of arterial, collector and essential local streets and connections and necessary public facilities such as sanitary sewer, storm sewer and water to demonstrate that the area can be served;
2. Location of steep slopes and unbuildable lands including but not limited to wetlands, floodplains and riparian areas;
3. General locations for mixed use areas, commercial and industrial lands;
4. General locations for single and multi-family housing;
5. General locations for public open space, plazas and neighborhood centers; and
6. General locations or alternative locations for any needed school, park or fire hall sites.

K. The plan amendments shall be coordinated among the city, county, school district and other service districts.

## **Tigard UGB Expansion Sites - Description**

Sites 63 and 64 are located along the western boundary of Bull Mountain. Each site is adjacent to the Bull Mountain area within the UGB; however, they are not contiguous to one another due to Exclusive Farm Use (EFU) lands.

These areas have been developed for rural residential uses. They are currently zoned as agriculture and forest district lands (County zoning) to retain the area's rural character and conserve natural resources while providing for rural residential use and promoting agricultural and forest uses on small parcels.

### **Site Profiles**

#### **Site 63**

##### ***Built Environment***

The area consists mostly of larger rural lots with homes; 27 tax lots total. Median tax lot size is approximately 9 acres, with the largest parcel at 20 acres. Half of the homes were built after 1983; total assessed value for land and homes is almost \$11 million.

##### ***Land Use Ownership Pattern:***

Although there are three small clusters of property, the majority of land on Site 63 (20 of 27 lots) consists of a dispersed land ownership. The consolidated property occurs along the eastern boundary and accounts for approximately 23% of the total site area.

##### ***Roads***

Site 63 is bounded on the east by 150<sup>th</sup>, a major collector that provides a thoroughfare between Roy Rogers Road eastbound and the northern/central Bull Mountain area. It also contains three local streets: Taylor Lane, which connects to Roy Rogers, and April and Finis Lanes, which connect from Taylor Lane.

##### ***Natural Environment***

Site 63 has some steep slopes located centrally. In addition, the northeast corner contains two ponds recognized as Title 3 wetlands. This area is considered agricultural and urban, and about a 1/3 of the site is considered forest.

##### ***Future Facilities Needed***

Public Works predicts the need for a water reservoir in Site 63. Currently, this site does not have water. Other facilities have not yet been evaluated.

#### **Site 64**

##### ***Built Environment***

The area consists of 40 tax lots. Median tax lot size is approximately 5 acres, with the largest at 26.76 acres. Almost half of the tax lots do not have a building on them. For those lots with structures, the majority of homes were built more than 20 years ago – only four of the 22 structures were built since 1983. Total assessed value for land and homes is approximately \$8 million.

***Land Use Ownership Pattern:***

There are eight clusters in contiguous ownership which account for the 24 of the 41 lots on Site 63. Consolidated property is the predominant ownership pattern and accounts for approximately 63% of the site's total area.

***Roads***

The north is bounded by Barrows (an arterial), with a traffic signal at the intersection with Roy Rogers Road. Roy Rogers serves as a local thoroughfare south, continuing as Beef Bend/Roy Rogers east. Bull Mountain, a major collector, begins toward the southern end of Area 64 and continues east through the Bull Mountain area.

Friendly Road, located in the northeast portion, is a local street serving homes.

***Natural Environment***

There are no significant steep slopes in this area. However, there is a large pond east of Roy Rogers Road in the central area, and a smaller pond nearby that are both recognized as Title 3 wetlands. This area is predominantly agricultural, with a small stand of forest.

***Future Facilities Needed***

Water CIP plans for a main line down Roy Rogers (64). The site does not currently have water. Other needs have not been evaluated, although there may be a school sited in the area.

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF March 18, 2003

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Proposed Street Maintenance Fee Discussion

PREPARED BY: A.P. Duenas DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Staff will present a brief overview of the proposed Street Maintenance Fee, a review of actions two other cities are taking, and some options for Council to consider. Council discussion of the options and Council direction on possible implementation of the fee are requested.

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RECOMMENDATION

Staff recommends that City Council review and discuss the options presented and provide staff with direction on what further actions to take, if any, regarding the proposed fee.

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INFORMATION SUMMARY

At the City Council meeting on September 17, 2002, Council extended the public process for the proposed Street Maintenance Fee by three months to allow more time for citizen awareness of the need for the fee and provide an opportunity for the various businesses in Tigard to provide more input into the process. At the December 17, 2002 Council meeting, the Transportation Financing Strategies Task Force and staff presented the results of the public process for the proposed fee. The results of that extended public process are summarized as follows:

- As part of the public awareness effort for the proposed fee, the City created a video production that has been airing frequently over the public access channel. The video emphasizes the need for timely maintenance of the City street system, and provides a summary of the benefits that would be achieved with implementation of the proposed Street Maintenance Fee.
- The Task Force conducted a public meeting on November 14, 2002 to discuss the fee with citizens and businesses and to receive input. The meeting was attended by approximately 20 people, most of them citizens. The public meeting was conducted in an open house format with stations established to provide information, answer questions, and receive input on the proposed fee. A few citizens expressed their opposition to the fee using the recession as their reason for their objections. Nothing new surfaced as a result of the public meeting.

The Task Force recommended that City Council review the possible implementation of the fee at a workshop session in early 2003. This ensures that the two new City Councilors would have the opportunity to fully discuss the proposed fee before Council provides direction regarding possible implementation. The scheduling of the Street Maintenance Fee discussion at this workshop meeting is to provide a brief overview of the

proposed fee, review what some other cities are doing to address maintenance funding shortfalls, discuss some options that Council could consider regarding implementation, and request Council direction on what further action to take regarding the proposed fee.

Attached is a report that provides an overview of the proposed fee, a review of what two cities are now doing to address the street maintenance shortfalls, and some options that Council could consider regarding possible implementation of the fee. The options in the report are reiterated in this agenda summary as follows:

### **Options for Council Consideration:**

**Option 1** - Move ahead with adoption of the Street Maintenance Fee. Provide direction to staff to prepare an ordinance to establish the fee and a resolution to set the rates. Staff could have the ordinance and resolution prepared and submitted to Council by late April 2003. Should the fee be adopted in April 2003, the effective date for the fee would be set sometime in July or August 2003 to provide the City of Tigard staff sufficient time to set up the fund and do the necessary work to ensure that the amounts can be incorporated on the utility bills without a glitch in the billing process.

**Option 2** – Move ahead with adoption and rate setting for the Street Maintenance Fee but delay implementation until August or September of 2003. This would give the City the opportunity to see if any actions are taken against the fee and provide more information for future decisions based on reaction to the fee and on any concrete steps taken to either refer or repeal the ordinance.

Option 3 – Delay adoption of the fee for a 3 to 4 month period, then bring it back for Council consideration in summer of 2003. This would provide an opportunity to monitor the progress of the initiative process in Eugene and the progress of the fee implementation in Lake Oswego. The down side is that preemptive moves by the State Legislature could be enacted limiting action on any such fee as time goes on.

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### OTHER ALTERNATIVES CONSIDERED

Council decides to take no further action on the proposed fee.

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### VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Timely maintenance of the street infrastructure meets the Tigard Beyond Tomorrow goal of *Improve Traffic Safety*. The implementation of the Street Maintenance Fee meets the goal of *Identify and Develop Funding Resources*.

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### ATTACHMENT LIST

Proposed Street Maintenance Fee Overview

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### FISCAL NOTES

None at this point. The implementation of the Street Maintenance Fee would provide funding for street maintenance, limited ROW maintenance, limited sidewalk maintenance, and street light and traffic signal system energy costs and maintenance. The total new revenue needed is approximately \$1.6 million.

# **Proposed Street Maintenance Fee Overview**

**City of Tigard**

**March 3, 2003**

## **General Information**

**What is the Street Maintenance Fee?** The Street Maintenance Fee is a monthly fee based on use of the transportation system, and is typically based on trip generation rates. The fee would be charged to each household and business in the City and would be collected through the City's regular monthly sewer and water bill. The intent is to have the users of the road system share the costs of the corrective and preventative maintenance needed to keep the street system operating at an adequate level. The revenue received through the fee would be dedicated to maintenance of the street system.

**Why is it needed?** The fee is needed for the following reasons:

- Tigard has a \$4 million dollar backlog in corrective and preventative street maintenance needs.
- The State gas tax has not increased in a decade. The gas tax revenues are not restricted to maintenance, but can be used for a wide variety of needed street improvements. However, these funds have been used primarily for maintenance because of the large maintenance backlog and the inadequacy of the current gas tax rate to address anything beyond maintenance.
- The street system would continue to deteriorate even further without timely maintenance requiring extremely expensive reconstruction later. It is a situation of pay a relatively small amount now, pay a large amount later, or live with badly deteriorated streets as a way of life in the future. Badly deteriorated streets have a huge economic impact as goods and people have difficulty getting to their destinations, not to mention increased vehicle repair costs that would inevitably result from driving on poorly maintained streets.

**What would the Street Maintenance Fee adoption accomplish?** Implementation of the proposed fee would:

- Provide a new, stable source of revenue dedicated to street system maintenance.
- Supplement the gas tax and allow use of some gas tax revenues to address reconstruction, installation of crucial pedestrian connections, and other street improvement needs.
- Allow the City to establish a long-term plan to address the \$4 million backlog in street maintenance needs.

**How much is needed to begin to address the maintenance backlog and improve annual maintenance?** Approximately \$1,605,000 is needed for the following: \$800,000 for street maintenance, \$445,000 for street light and traffic signal system energy and maintenance costs, \$270,000 for rights-of-way maintenance on collectors and arterials,



and \$90,000 for sidewalk maintenance on collectors and arterials. The proposed charge for single family residential structures is \$2.54 per month, and for multi-family units \$1.76 per month per unit.

**Work Completed to date:** The implementation of this fee was recommended to the City Council almost two years ago by the City's Transportation Financing Strategies Task Force, a citizen task force formed to evaluate and recommend to Council feasible alternative funding sources for street maintenance and street expansion needs. The Task Force conducted an extensive public process to enhance citizen awareness of the need for the proposed fee and to receive input from citizens and businesses. The proposed fee has been discussed with Council several times and is again scheduled for further Council discussion at this meeting.

**Implementation Action Required:** Council has the authority to establish the Street Maintenance fee. The proposed fee would be adopted by ordinance and the rates to be charged would be established by resolution.

**Timing:** If Council does approve implementation, the effective date for the fee would be set several months after Council adoption of the ordinance and resolution. This would give the City of Tigard staff sufficient time to set up the fund and do the necessary work to ensure that the amounts can be incorporated on the utility bills without a glitch in the billing process.

## **Actions by Other Cities**

**City of Eugene:** The City of Eugene needs to raise approximately \$9 million each year to address the City's transportation system maintenance needs. Eugene is proposing to raise the needed new revenue through a combination of a system maintenance fee and a local gas tax. The Transportation System Maintenance Fee (TSMF) is expected to raise (annually) approximately \$5.7 million and the gas tax approximately \$2 million (also annually). The combined total is short of the needs identified, but their City Council may limit the rates to raise just that amount.

On December 9, 2002, the City of Eugene adopted an enabling ordinance authorizing establishment of the TSMF. The City of Springfield passed a similar ordinance on the same date. Eugene is now in the process of establishing a TSMF methodology to set rates and to determine the mechanism for billing and collection of the monthly fee. The rates will be set based on the average or typical number of trips generated by homes and businesses. They have prepared some sample rates, but will go through a rate-setting process with opportunities for public involvement. The earliest that the rates would go into effect is July 1, 2003. A group of citizens attempted to refer the ordinance to the ballot, but failed. However, that group is now gathering signatures to place an initiative on the ballot to repeal the ordinance and have any money collected refunded. As a result, Eugene is proceeding cautiously, waiting to see how the initiative process progresses before implementing the rates.

Eugene likewise passed an ordinance on January 29, 2003 imposing a 3-cent local gas tax. They are moving ahead with this and expect to have the billing added by July 1, 2003. A petroleum group attempted to refer the ordinance to the ballot, but failed to get enough signatures. There does not appear to be any movement to place an initiative on the ballot at this point.

**City of Lake Oswego:** The City of Lake Oswego is considering a Street Maintenance Fee to raise revenues for street maintenance. A 1996 \$7 million dollar bond has been helping the City keep up with repairs for the last five years. That bond has expired and the State gas tax revenues are not sufficient to keep up with the maintenance requirements. The City needs an average of \$1.2 million annually over the next 10 years to preserve the investment in the street system. The revenues are expected to come from residential and non-residential users, with the charge for single family detached dwellings proposed at \$4.50 per month and the multi-family units at \$3.22 per month. Businesses will pay based on units mostly based trips generated per 1,000 square feet of gross floor area. The percentage split is 63% from residential users and 37% from non-residential users.

The Lake Oswego City staff is planning to move ahead with adoption of the fee and implementation of the rates. A workshop session is scheduled with the Lake Oswego City Council on March 17, 2003 to discuss a draft ordinance and possible implementation. The fee could be in place as early as July, 2003.

The website for each city has a great amount of information regarding the proposed new funding sources. The website for the City of Eugene is [www.ci.eugene.or.us](http://www.ci.eugene.or.us), and for Lake Oswego is [www.ci.oswego.or.us](http://www.ci.oswego.or.us).

## **Percentage Split – Residential versus Non-residential**

The percentage split on the fee rates as currently proposed for residential and non-residential is 28% for residential users (single family detached and multi-family units combined) and 72% non-residential. This is based on a \$2.54 monthly fee for single family detached and \$1.76 monthly fee for multi-family units.

As a point of information, if the revenue to be generated were based on an arbitrarily set 50-50 split between residential and non-residential users, the single family detached monthly rate would be \$4.51 and the multi-family monthly rate would be \$3.12. However, this 50-50 split would not be in line with the methodology based on trip generation and may not be defensible should objections arise.

## **Options for Council Consideration**

**Option 1** - Move ahead with adoption of the Street Maintenance Fee. Provide direction to staff to prepare an ordinance to establish the fee and a resolution to set the rates. Staff could have the ordinance and resolution prepared and submitted to Council by late April 2003. Should the fee be adopted in April 2003, the effective date for the fee would be set

sometime in July or August 2003 to provide the City of Tigard staff sufficient time to set up the fund and do the necessary work to ensure that the amounts can be incorporated on the utility bills without a glitch in the billing process.

**Option 2** – Move ahead with adoption and rate setting for the Street Maintenance Fee but delay implementation until August or September of 2003. This would give the City the opportunity to see if any actions are taken against the fee and provide more information for future decisions based on reaction to the fee and on any concrete steps taken to either refer or repeal the ordinance.

**Option 3** – Delay adoption of the fee for a 3 to 4 month period, then bring it back for Council consideration in summer of 2003. This would provide an opportunity to monitor the progress of the initiative process in Eugene and the progress of the fee in Lake Oswego. The down side is that preemptive moves by the State Legislature could be enacted limiting action on any such fee as time goes on.

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CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Discuss Atfalati Recreation District Repayment Schedule for Cook Park and concession stand operation

PREPARED BY: Dan Plaza DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Discussion of the Atfalati Recreation District Repayment Schedule and future operations of the Concession Stand at Cook Park.

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STAFF RECOMMENDATION

Staff recommends that Council direct staff to prepare two addendums to the 1998 City/ARD agreement for Council approval. One addendum shall set forth the repayment schedule selected by Council, and the second addendum shall address the operations of the Cook Park Concession Stand.

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INFORMATION SUMMARY

In the mid 1990's, the City and a group of interested individuals began a discussion and collaboration that led to an agreement (attached) between the City and the Atfalati Recreation District (ARD), a non-profit organization. The group was composed of individuals associated with the Tigard Soccer League and the Tigard Little League. The group approached the City in 1996 to work with them in land acquisition for an expansion of Cook Park. The City financed a master plan for the Cook Park expansion, and entered into an option to purchase the Gray/Lamb property. Through a series of meetings, the City and the leagues worked out an agreement in which the City would purchase the Lamb/Gray property and the leagues would pay \$15,000 a year for 10 years to offset half the acquisition cost. The agreement gave priority use of the fields to ARD. The City purchased the Gray/Lamb property adjacent to Cook Park for \$300K and ARD agreed to contribute \$150K towards the purchase of the property. The City eventually approved a Cook Park Expansion Master Plan which included, amongst other facilities, the development of mutually beneficial facilities such as: new sports fields and a concession stand/restroom building.

ARD has agreed to reimburse the City for these mutually beneficial improvements in the amount of \$353,562. On March 12, 2002, City Council directed staff to work with the City Attorney to prepare a supplement (addendum) to the 1998 Atfalati Recreation District Agreement (attached) to provide more detail, as contemplated in the agreement, concerning the construction and operation of a concession stand at Cook Park.

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OTHER ALTERNATIVES CONSIDERED

n/a

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## VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

### 2003 Council Goal #4 - Parks and Recreation

Tigard Beyond Tomorrow - "Partnerships provide a wide range of leisure and recreation opportunities that are coordinated and available for the Tigard Community - Allow current providers opportunities to continue existing services (cooperate with existing leagues)"

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## ATTACHMENT LIST

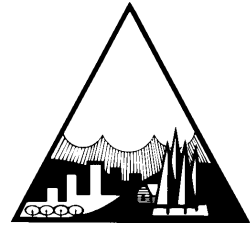
1. Memo from Dan Plaza, Park Manager dated March 10, 2003

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## FISCAL NOTES

The Atfalati Recreation District (ARD) has agreed to reimburse the City of Tigard for their portion of the land acquisition at Cook Park in the amount of \$150,000 over a period of ten years with no interest. The remaining improvements and construction obligations of ARD are to be finalized as an addendum to the original agreement from 1998. Dependant upon finalization on the option package selected, ARD's total obligation to the city will be determined.

# MEMORANDUM



TO: Ed Wegner

FROM: Dan Plaza

RE: Atfalati Recreation District Repayment Schedule and Cook Park  
Concession Stand Operations

DATE: March 11, 2003

## History

In the mid 1990's City staff and representatives of the Tigard Soccer Club and Tigard Little League began discussions and collaboration that led to an agreement between the City and the Atfalati Recreation District (ARD), a non profit organization.

Atfalati Recreation District approached the City in 1996 to work with them in land acquisition for an expansion of Cook Park. Through a series of meetings, the City and the leagues worked out an agreement in which the City would purchase the Lamb/Gray property adjacent to Cook Park at the price of \$300,000. The leagues formed as Atfalati Recreation District agreed to pay \$15,000 annually for 10 years for a total contribution of \$150,000 to offset half of the acquisition cost. The City agreed to not charge ARD interest on the land acquisition.

The agreement between ARD and the City gave priority use of the fields to ARD. Another purpose of the agreement was to allow for the consolidation and coordinated use of the existing playing fields as well as the playing fields to be developed.

According to the original 1998 Agreement, in addition to the land acquisition contribution, ARD would contribute a percentage to be determined for the development of the property directly related to ARD and its membership leagues (i.e. playing fields, parking and snack shacks as well as the playground to service the field). The City would be responsible for those improvements that primarily serve the general public (i.e. playing fields, parking, restrooms and pathways) at a percentage to be determined. The above examples as well as other development projects on the property would be shared on a negotiated percentage basis between the parties. Through subsequent discussions, the City and ARD agreed that ARD would be responsible for half the cost of the land acquisition, sports field development and concession stand/restroom building construction.

The agreement between the City and ARD set forth the following:

- Obligations, rights, and responsibilities of the City and ARD concerning the purchase of the Gray/Lamb property (ARD share was \$150K),
- Development , improvements and maintenance of the property
- Goals
- Construction of fields and related facilities
- Provision of services to the property
- Payment of costs for annual maintenance of sports fields
- Maintenance and repair of facilities, improvements,
- Use of the developed fields and the related facilities with the expansion of Cook Park
- Insurance
- Cooperation in parks planning

In 2001, ARD assisted the City in securing a \$250,000 grant for the development of Cook Park. The collaborative effort also helped the City secure a \$2.3 million loan for the comprehensive development of Cook Park. While the ARD Agreement sets forth what the City and ARD would do together to construction the facilities, the details on how much and in what manner payments would be made was left to be determined. The time has now come to establish a repayment schedule for the funds already incurred by the City.

On March 12, 2002, City Council directed staff to work with the City Attorney in preparing a supplement addendum to the 1998 Atfalati Recreation District Agreement to address a repayment schedule as well as operation of the concession stand at Cook Park.

Atfalati Recreation District has agreed to reimburse the City for improvements in the amount of \$353,562. The amounts that have been identified as ARD's responsibility are:

- Remaining balance of the land purchase (\$60,000)
- Remaining balance on sports field improvements (\$37,562)
- Construction costs for concession stand/restroom facility (\$256,000)

In April of 2002, ARD proposed to pay the City of Tigard \$188,000 for reimbursement for construction of the concession stand/restroom facility as well as the remaining balance on land acquisition and sports field development at Cook Park which results in a 73% reimbursement for the concession stand/restroom building. This proposal was submitted to the City by ARD for consideration based upon their ability to pay. In further discussion with ARD, they agreed to pay for the full amount of the concession stand/restroom facility (\$256,000).

Through the efforts of the City's bidding, negotiating with the contractor as well as taking advantage of the grant and loan funding, the actual project costs to ARD and the City were much less than originally estimated. The estimated costs for ARD related facilities were \$526,737 with actual construction costs of \$383,801 which reflects a savings of \$182,936 for ARD on the construction of the sports fields and concession/restroom facility. In addition, the City costs for engineering/design and legal fees for the Cook

Park Master Plan exceeded \$378,000 and the City is not asking for ARD contribution on these costs.

### **Repayment Schedule Discussion**

The table below displays the project estimates, the City's share of expenditures, ARD proposed reimbursement, ARD payments to date, and ARD's principal remaining balance, excluding any interest or requested credits.

<b>Project Description</b>	<b>Project Estimate</b>	<b>City Share Actual</b>	<b>ARD Share Proposed</b>	<b>ARD Share Paid to Date</b>	<b>ARD Principal Balance</b>
<b>Initial Project Estimate for Construction</b>	2,399,040				
<b>Land Acquisition</b>	300,000	150,000	150,000	90,000	60,000
<b>Engineering/Design</b>					
Kampe/Otak	138,047				
CES NW	199,602				
Murase	22,485				
TetraTech/KCM, Moscato Ofner, Ramis/Crew, Fishman Environ.	17,916				
<b>Wetland Mitigation</b>	**	382,166			
<b>Phase I</b>					
Parking lot with landscape	505,991				
Sports Field	200,118		87,562*	50,000	37,562
Infrastructure	64,727				
Restroom	396,750				
Butterfly Meadow Planting Irrigation	86,026				
85th Avenue Emergency Connection	63,530				
<b>Phase I Total</b>	<b>1,317,142</b>				
<b>Phase II</b>					
Trails/Regional connection	111,720				
Restroom/concession	440,709		256,000*		256,000
Tot Lot	88,320				
Picnic Shelter	103,098				
Site Improvements	183,145				
Maintenance Building	160,000				
Landscaping/Irrigation	34,534				
Gazebo	105,188				
<b>Phase II Total</b>	<b>1,226,714</b>				
<b>Total Paid To Date</b>	<b>3,221,906</b>	<b>2,898,015</b>	<b>493,562*</b>	<b>140,000</b>	<b>353,562</b>
* Interest not included					
** Engineer's estimate not available					



The two primary issues for Council consideration regarding the repayment schedule are:

- Whether to forgive interest on the principal balance for construction costs of the concession stand/restroom facility and;
- Whether to allow credits in the amount of \$65,000 as requested by ARD

The proposed interest rate is based upon the same low graduated interest rate that the City is incurring for the State funded OECDD loan for the development of Cook Park (3-4.3%) with out any additional administrative fees attached.

### **Proposed Repayment Options**

The City generated five (5) repayment options for ARD to consider in the repayment of the principal amount of \$353,562. At no time did staff advise ARD that interest would not be charged or that credits would be given. The no interest and credit options were presented as general discussion and to show Council the options available and their financial impact. The proposed payment options are as follows:

- Option 1**      Payment of the full amount including interest plus a balloon payment in 2012. This option would include all principal, interest with no credit and make the City whole again by paying the City \$410,907.
- Option 2**      Payment is for the net amount *including* interest (\$51,571.87 over ten year period). Payments are per the ARD proposed payment schedule and extended out to 2013. A credit for \$65,000 is suggested for items requested by ARD.
- Option 3a**      Payment is for the net amount with *no* interest. Payments are per the ARD proposed payment schedule without a balloon and extended out to 2013. A credit for \$65,000 is suggested for items requested per letter from ARD. Forgiven interest payments total \$51,571.87 over ten years.
- Option 3b**      Payment of the net amount with no interest. Payments are per the ARD proposed payment schedule plus a balloon payment in 2012. A credit for \$65,000, suggested by staff, is given for items requested by ARD.
- Option 3c**      Payment is for net amount including interest. Payments are per the ARD proposed payment schedule and extended out to 2013. Total payment each year includes principal and interest. A credit for \$65,000 is suggested for items requested by ARD.

Outlined below in Table II are the five options and their financial impact

	<b>Payment Amount</b>	<b>Interest</b>	<b>Balloon Payment</b>	<b>Credit requested by ARD</b>	<b>Term of Loan</b>	<b>Total Proposed Payments</b>
<b>Option 1</b>	\$353,562	\$57,345	\$78,811	\$0	2012	\$410,907
<b>Option 2 (Admin Pref.)</b>	\$353,562	\$51,572		\$65,000	2013	\$340,134
<b>Option 3a (ARD Pref.)</b>	\$353,562	\$0		\$65,000	2013	\$288,562
<b>Option 3b</b>	\$353,562	\$0	\$55,562	\$65,000	2012	\$288,562
<b>Option 3c</b>	\$353,562	\$64,985		\$65,000	2013	\$288,562

ARD reviewed the five options and preferred Option 3a which allows ARD to pay no interest and receive \$65,000 in credits. If interest payments totaling \$51,571 are forgiven, and credits totaling up to \$65,000 are applied as requested, ARD would realize a reduction in payments of \$116,571.

Option 2 is the preferred repayment schedule for the City of Tigard as it allows for payment of the principal balance including interest over a ten year period. Administration recommends that the City extend to ARD certain credits as outlined below.

The \$65,000 credit amount being requested by ARD could be considered based upon the following information provided by ARD.

- ARD provides scholarships for low income players. These scholarships currently cost ARD between \$10K and \$20K of lost potential revenue per year. ARD anticipates that scholarships will continue to rise. **(Recommend a one-time, total credit of \$15,000 be given)**
- Upon completion of each of the following three (3) capital improvements (a, b & c), the Atfalati Recreation District qualifies for an additional credit as set forth below for each improvement.
  - a. For the purchase of portable backstops/goals/benches and bases, pitching mounds, field lining, etc. **(Recommend \$12,500 credit)**
  - b. For the installation of safety devices to prevent fly balls from going into the parking lot. **(Recommend \$7,000 credit)**
  - c. For replacing the aging backstops and dugouts at Cook Park **(Recommend \$30,000 credit)**

## **Concession Stand Operation Discussion**

As noted earlier, staff was directed to address the matter of operation of the Cook Park Concession Stand. The intent of the agreement with ARD to operate the Cook Park Concession Stand was to provide an environment in which ARD could successfully and profitably operate the Concession Stand and to allow ARD to better meet their financial annual obligations with the City.

ARD has prepared a preliminary draft document setting for the following:

- Dates and hours of operations
- Food and drink items to be served and proposed pricing-TBD
- Sale of apparel and souvenirs related to recreation activities
- Signage use within the concession stand and on its external surfaces
- The use of a sub-contractor to operate the concession stand
- Maintenance of the concession stand, immediate area around the concession stand and equipment
- Repair of equipment within the concession stand
- Alterations and modifications to the concession stand structure
- Price increase guidelines
- Prohibition of the sale of alcoholic beverages and tobacco products
- Commitment by City to maintain incoming electrical, water, sewer connections
- Standard Agreement items
- Continuation of ARD ability to have other vendors present in Cook Park
- Will ARD pay all electric, water, sewer charges related to the concession stand?

This concession stand data prepared by ARD, is a preliminary document that they will continue to update after their discussions with a concessionaire to complete prices for proposed food and beverage menu. City Staff has not finalized negotiations with ARD on this matter. The City's Risk Manager and Attorney will be asked to review and comment on the final proposed version.

The staff recommendation is for Council to provide further direction for staff in preparing the necessary addendums to the 1998 City/ARD Agreement for Council approval. One addendum will finalize a repayment schedule approved by Council with a second addendum to address and finalize the operation of the concession stand at Cook Park. Staff will be presenting both addendums in final form based upon Council recommendation at the March 25<sup>th</sup> meeting of City Council for adoption.

**Attachments:**

1. City/ARD Agreement & Minutes – January 27, 1998
2. Finance Repayment Schedules (#1, #2, #3.a , #3.b, and #3.c)
3. ARD Proposed Concession Stand Agreement
4. Minutes/Summary Sheet/City Attorney Memo – March 12, 2002
5. 3/19/02 Council Summary Sheet re: Update to Council—sets forth Cook Park Construction Phase III being incorporated into Phase II: and establishes the concession stand/restroom building estimated cost at \$440,709, Cook Park Engineering, Planning, Park design, etc. costs paid by the City
6. Memo dated 9-26-02 from Dan Plaza to Bill Monahan

CITY OF TIGARD, OREGON

ORDINANCE NO. 98-02

AN ORDINANCE APPROVING THE AGREEMENT BETWEEN THE ATFALATI RECREATION DISTRICT, INC. AND THE CITY OF TIGARD AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE TIGARD CITY COUNCIL

WHEREAS, on July 22, 1997, the Tigard City Council, upon a motion and voice vote, approved the proposed Agreement between Atfalati Recreation District, Inc. and the City of Tigard, and

WHEREAS, the Atfalati Recreation District President has signed the said Agreement, and

WHEREAS, Section 20 of the said Agreement provides that the Agreement shall be approved by an Ordinance of the Tigard City Council.

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The Tigard City Council hereby approves the Agreement between Atfalati Recreation District, Inc. and the City of Tigard incorporated herein as "Exhibit A."

SECTION 2: The Tigard City Council hereby authorizes the City Manager to sign the Agreement between Atfalati Recreation District, Inc. and the City of Tigard.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By Unanimous vote of all Council members present after being read by number and title only, this 27<sup>th</sup> day of January, 1998.

Catherine Wheatley  
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this 27<sup>th</sup> day of January, 1998

James Nicoli  
James Nicoli, Mayor

Approved as to form:

Timothy V. Kenna  
City Attorney

1/27/98  
Date

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ORDINANCE No. 98-02

# AGREEMENT

The City of Tigard, an Oregon municipal corporation ("City"), has purchased real property defined as the Gray/Lamb Cook Park Addition ("Property") as more particularly described in the attached Exhibit "A", for the sum of \$300,000 and the Atfalati Recreation District, Inc., an Oregon non-profit corporation ("ARD"), will be contributing the sum of \$150,000 towards the purchase of the Property as hereinafter set forth. The purpose of this agreement is to set forth the obligations, rights, and responsibilities of the parties concerning the purchase of the Property, development of the Property, improvements to the Property, maintenance of the Property, and use of the developed fields and the related facilities with this expansion of Cook Park in Tigard, Oregon.

The City and ARD (and its members Tigard Soccer Club [TSC] and Tigard Little League [TLL]) have an arrangement at present whereby TSC and TLL have priority during their seasons for the use of the soccer fields and baseball/softball fields at the present park. The purpose of this agreement is to acknowledge the equity position that ARD will have in the Property being developed and that TSC and TLL will have a priority for the use of the developed Property during their seasons and to acknowledge that TSC and TLL will continue to have priority on the existing ball fields and soccer fields during the development of the Property. The purpose of this agreement is not to reduce the present use that TSC and TLL have in the existing fields, nor is it to give additional benefit as to use of the existing fields, but merely to acknowledge present use and provide for future use of the developed Property.

The purpose of this agreement is to also allow for the consolidation and coordinated use of the present baseball/softball facilities at Cook Park, the existing soccer facilities at Cook Park and the facilities to be developed on the Property. The cooperative efforts between the City of Tigard, ARD, and the various recreational organizations that use the present facilities and the facilities to be developed is desirable to maximize the use for existing organizations and future organizations.

The parties agree as follows:

1. Purchase of Real Property. The present members of ARD, TSC and TLL agree to pay the City a minimum of \$15,000 per year for a period of ten (10) years toward the purchase price of the Property for a total payment of \$150,000. ARD shall have the right to prepay its obligation at any time. The TSC and TLL are presently assessing their members a per-player fee to fund this purchase. To the extent that there are assessed funds that have been collected by ARD for this purchase in excess of \$15,000 per year, ARD agrees to place these funds in a separate account (the Fund), and said funds shall be used upon agreement between the City and ARD as to the use of these funds for purchase, development, improvement and maintenance of the Property. The first payment shall be due August 1, 1997, and each payment thereafter shall be due on May 1 of each year until the entire \$150,000 is paid.

The City and ARD recognize that ARD is soliciting additional members to its organization. It is agreed that should additional ARD members use the Property, they shall be assessed for the use of the Property and funds assessed shall go into the Fund provided for herein. It is further

anticipated by the City and ARD that there will be other uses for the fields to be developed on the Property and users fees charged and collected by the City and that the City will place these funds in the development fund for the Property until the Management Committee ("Committee"), as defined in Paragraph 2, has determined that the development called for in the 1997 Revised Cook Park Master Plan ("Plan") has been substantially completed. At that time, the use of these user fees shall be renegotiated between the City and ARD.

2. Management Committee ("Committee"). The Committee shall consist of two (2) City officials appointed by the City Council for the City, and two ARD representatives, one from TSC and one from TLL, appointed by their respective boards. With input from City staff and the boards, the development and improvement of the Property shall be the responsibility of the Committee within the confines of the City budget and funds becoming available from various sources. The Committee shall develop guidelines for use, scheduling, and maintenance of the Property. Tigard's Department of Public Works shall be responsible for maintenance of the facilities.

3. Mediation of Disagreements. The City and ARD agree that they will mediate any disagreements (including those arising in the Committee) between them and will immediately engage the services of a mediator to resolve their differences with reference to development, improvement, maintenance and use of the Property. Both parties acknowledge that they may have differences and agree in good faith to mediate and resolve all disputes having in mind the protection of the fields and the use of the fields by the maximum number of participants in the City and the



surrounding area. The mediation shall be by agreement in a form per the attached agreement which is attached hereto as Exhibit "B."

4. Goals. The parties agree to the following goals:

- a. To provide an area that can be used by a large number of people for other City events such as the July 4 celebration and Tigard Festival of Balloons.
- b. To provide additional soccer and baseball/softball fields for TSC and TLL and other Tigard based youth and adult soccer and baseball/softball leagues as well as providing these fields to the public (which may be on a fee basis).
- c. To maintain all fields at Cook Park at a high quality by limiting their use by rotation, and provide increased maintenance.
- d. To attract large tournaments and other recreational uses for the Tigard community. A portion of the income from the proceeds would be used to maintain the fields.
- e. To have fields in the city available to the general public for general recreation.
- f. To accomplish the first five goals with limited taxpayer money, but working with the City to share parking, utilities, and combining the strengths of the park and the fields.

5. Construction of Fields and Related Facilities. Subject to the availability of funds ARD will construct appropriate fields on the Property. If the City builds additional facilities at Cook Park, this Agreement may be modified to include the use and operation of those facilities.

The City and ARD agree that the improvements identified in the Plan for the development of the Property benefit the TSC and TLL as well as the general public as a whole. Development and improvement to the Property directly related to ARD and its membership leagues; i.e. playing fields and parking (a percentage to be determined), and snack shacks (and the playground to service the field) are the responsibility of ARD. The City shall be responsible for those improvements that primarily serve the general public; i.e., playing fields and parking (a percentage to be determined), restrooms and pathways. The above are examples and other development projects on the Property will be shared on a negotiated percentage basis between the parties.

6. Provision of Services to Property. City will provide electrical service, garbage collection (including refuse cans and dumpsters), water and sewer service to Cook Park as developed and expanded. City will provide ARD with access to the electrical panel for the sports fields during the recognized season in return for reimbursement, according to a schedule established by the City.

7. Payment of Costs for Annual Maintenance of Sports Fields. The Department of Public Works shall be responsible for a base level of maintenance for the sports fields such as mowing, watering, and fertilizing, etc., as determined in its annual budget process. If ARD wishes a higher level of maintenance on the sports fields and related facilities than the City is providing, then ARD may either provide such maintenance (with approval of the City) and be responsible for the cost, or it may negotiate these services and costs on an annual basis with the City.

8. Maintenance and Repair of Facilities. During the recognized TSC and TLL seasons, ARD shall remove all litter and garbage to approved receptacles provided by the City and

keep the Property in a clean and safe condition. ARD shall be responsible for lining all sports fields. Whether fields are suitable for play on a day-to-day basis shall be the sole decision of the City's Public Works Director or designee. The City shall require any other user of the Property to leave the Property in good condition and repair, including removal of litter and debris from the Property when the use is completed. The City and ARD recognize a use of the fields is a resting period for the fields, and that this resting and rejuvenation period for the fields is to be considered as a use of the fields when determining other uses of the fields.

9. Improvements. ARD may make temporary or permanent improvements to the Property only with permission of the City Public Works Director consistent with the Plan and City financial processes. The City gives permission to ARD to provide a snack shack for ARD sales operation during the TSC and TLL recognized seasons. The City shall approve the type and placement of any improvement, including a snack shack, and shall receive funds to cover the cost of electricity to service the snack shack or actual cost as determined each year by the City's Public Works Director. All improvements to the Property shall be constructed consistent with all local and state legal requirements. Any improvement is the property of the City. Upon completion of the Plan, the City shall adopt a financial plan to fund its obligations under this Agreement.

10. Priority in Use of Sports Fields. The City has the right to schedule community events in Cook Park. The City and the Committee recognize that ARD has priority to use the sports fields for conducting TSC and TLL activities during the appropriate recognized TSC and TLL seasons. This priority of use allows ARD first option to use the sports fields and related facilities during TSC and TLL recognized seasons. Other persons or entities desiring to use the

Property for any purpose during the recognized seasons would have secondary priorities. Community events may preclude use of sports fields and related facilities by ARD; prior to scheduling these events the Committee shall be consulted.

11. Scheduling Other Uses of Property. ARD shall provide the Committee with a schedule of days and times of use and suggestions for field rejuvenation prior to February 1 of each year. The City shall schedule ARD reservation for the Property and review and schedule ARD's requests for other City fields. Reasonable use of the Property by other users consistent with ARD recognized TSC and TLL seasons, will be scheduled by the City utilizing a permit process.

12. Insurance. ARD and/or the specific member will maintain, in full force and effect during the term of this Agreement public liability and property damage insurance, including bodily injury, property damage, and personal injury insurance, covering ARD's and/or its member league's sponsored activities on the Property during the recognized sports seasons. This insurance shall cover all claims which might arise from operations and activities under this Agreement or pertaining to ARD's and/or its member league's activities directly and shall carry the City as an "Additional Insured."

The insurance policy will be with a carrier allowed to transact business in Oregon. The policy of insurance maintained by ARD and/or its member league shall provide at least the following limits and coverages: General Liability and Property Damage and shall have a minimum liability of one million dollars for any one occurrence. ARD's and/or its member league's insurance policy shall contain provisions that such policy shall not be canceled or their limits of liability reduced without thirty (30) days prior written notice to the City Risk Manager. ARD

and/or its member league shall provide the City with Certificates of Insurance in a form satisfactory to the City certifying the issuance of such insurance. The Certificates shall be forwarded to: Risk Manager, City of Tigard, 13125 SW Hall Blvd., Tigard, Oregon, 97223. Such certificates must be delivered prior to commencement of the terms of this Agreement.

The procuring of such required insurance shall not be construed to limit ARD's and/or its member league's liability hereunder. Notwithstanding said insurance, ARD and/or its member league shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

13. . Cooperation in Parks Planning. City has and will continue to involve the community in the planning for Cook Park, and design and construction of improvements to the Property. The City, TSC, TLL, neighbors and others have participated as members of the Cook Park Task Force. Through their efforts, and that of a consultant, the Plan has been developed. Public meetings have been held throughout the process. In the future, City will give notice of public meetings regarding its parks planning process, when revisions to the Plan are under consideration.

14. Term. This Agreement becomes effective on the date it is signed by both parties and will continue for a ten (10) year term which shall begin on August 1, 1997.

15. Ten Year Review and Termination of Agreement. Within a one-hundred and twenty day (120) period prior to the conclusion of the initial ten (10) year cycle, and each ten (10) year anniversary thereafter, ARD and City shall conduct a mutual review of this Agreement and modify or terminate the Agreement if both parties determine that such a modification or termination

is in the public interest. If at any time the Agreement is terminated and the property remains available for active recreational use by ARD, or the Property becomes unusable for recreational purposes, then no remuneration is required for either party. If at any time the Agreement is terminated and the Property will be unavailable for ARD use as outlined in this Agreement, then the City will either dispose of the Property or provide ARD with a replacement facility equal to or better than the Property. If a disposition of the Property occurs, the proceeds of the disposition shall be split 50 per cent to the City and 50 per cent to ARD or its successors (after deduction of the actual costs of disposition). This Agreement may also be terminated by either party for a material breach of its terms. The non-defaulting party shall give a written notice of default and opportunity to cure at least thirty (30) days before terminating the Agreement for cause. Upon termination, ARD shall remove all of its equipment from the Property and leave the premises in good order and repair.

16. Entire Agreement. This Agreement is the entire agreement between the parties. Except as provided in Paragraph 16, any modification to this Agreement must be in writing and approved by both parties.

17. No Partnership. ARD and the City are not partners or joint venturers. Neither party is responsible for the actions of the other in the use of the Property.

18. Anti-Assignment. This Agreement may not be assigned by either party without written consent of the other party.

19. Public Contracts Requirements: Anti-Discrimination. The City agrees to comply with the provisions of ORS 279.310 to 279.320, relating to mandatory provisions in public

contracts relating to payment of laborers, payment of claims, environmental and natural resources laws and other matters, which statutes are incorporated herein for improvements undertaken by the City. The City and ARD agree not to discriminate in the scheduling or use of the Property against persons on the basis of race, religion, color, national origin, sex, age, marital status, disability, or political affiliation.

20. Authority to Execute Agreement. This Agreement shall be approved by an ordinance of the Tigard City Council. ARD represents that the person signing the Agreement on its behalf has authority to sign the Agreement.

DATED this 2ND day of <sup>February, 1998</sup> ~~August, 1997~~.

CITY OF TIGARD

ATFALATI RECREATION DISTRICT, INC.

By: [Signature]

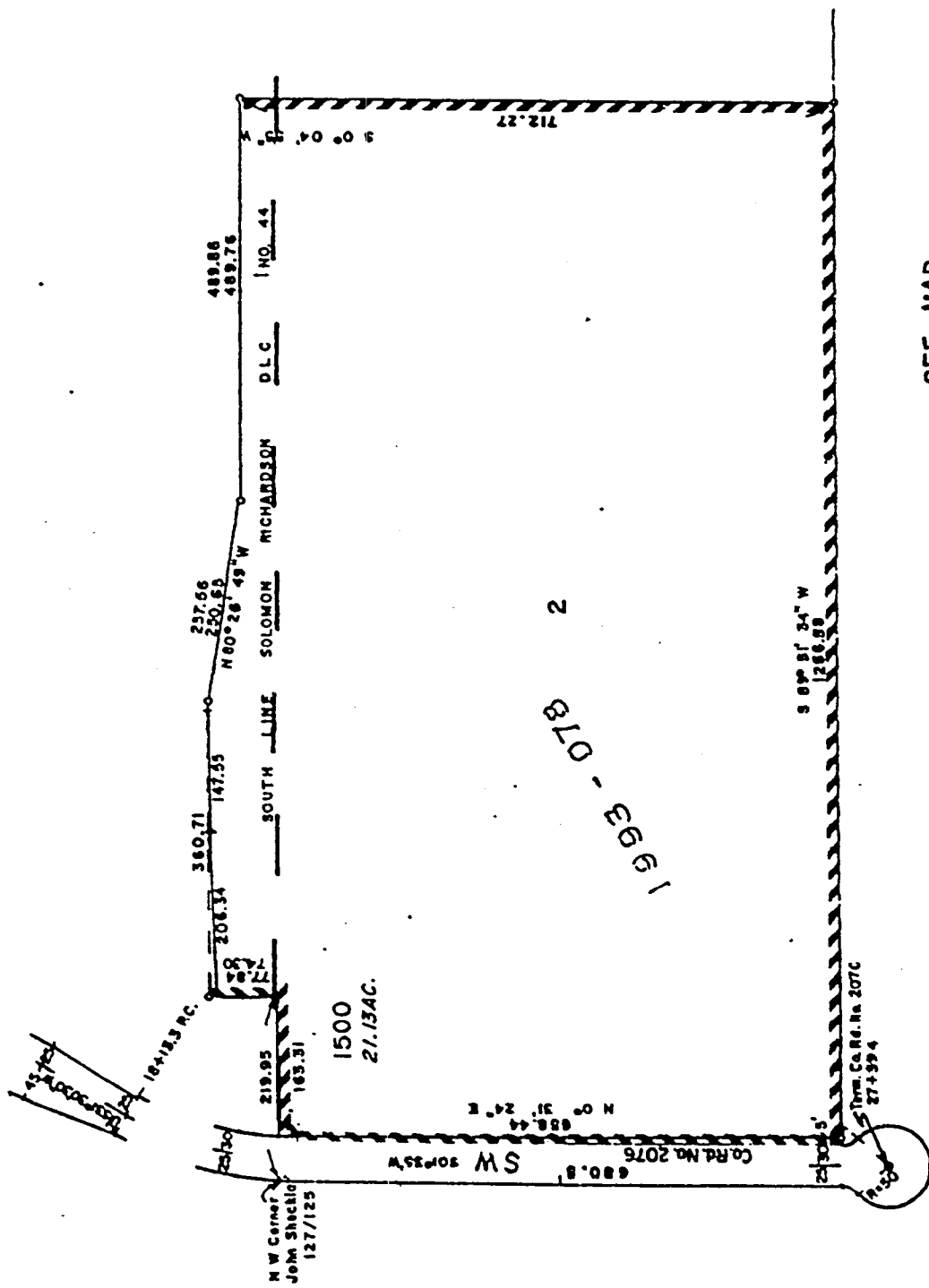
By: [Signature]

As its: CITY MANAGER

As its: President

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# EXHIBIT "A"



SEE MAP  
2S 1 14D

SEE MAP  
2S 1 14AC



Form 15-2 Agreement to Mediate

## AGREEMENT TO MEDIATE

This is an Agreement between [\*] and [\*] and [\*], hereinafter the "mediator," to enter into mediation with the intent of resolving the following issues: [\*].

The parties and the mediator understand and agree as follows:

## 1. Nature of Mediation

The parties hereby appoint and retain [\*] as ~~attorney~~ mediator for their negotiations. The parties understand that mediation is an agreement-reaching process in which the mediator assists parties to reach agreement in a collaborative, consensual, and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties understand that mediation is not a substitute for independent legal advice. The parties are encouraged to secure such advice throughout the mediation process and are strongly advised to obtain independent legal review of any formal mediated agreement before signing that agreement. The parties understand that the mediator's objective is to facilitate the parties themselves reaching their most constructive and fairest agreement. The parties also understand that the mediator has an obligation to work on behalf of each party equally and that the mediator cannot render individual legal advice to any party and will not render therapy or arbitrate within the mediation.

## 2. Scope of Mediation

The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation and this will be accomplished early in the mediation process.

## 3. Mediation is Voluntary

All parties here state their good-faith intention to complete their mediation by an agreement. It is, however, understood that any party may withdraw from or suspend the mediation process at any time, for any reason.

The parties also understand that the mediator may suspend or terminate the mediation if the mediator feels that the mediation will lead to an unjust or unreasonable result; if the mediator feels that an impasse has been reached; or if the mediator determines that he or she can no longer effectively perform a facilitative role.

## 4. Confidentiality

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court proceeding. Only a mediated agreement signed by any parties may be so admissible. The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court proceeding between the parties. The mediation is considered by the parties and the mediator as

settlement negotiations. All parties also understand and agree that the mediator may have private caucus meetings and discussions with any individual party, in which case all such meetings and discussions shall be confidential between the mediator and the caucusing party. The mediator may, however, have certain statutorily or judicially required reporting obligations, such as reporting a reasonable belief that child abuse has taken place or to speak up to protect one party from another if substantial physical harm is a concern.

#### 5. Full Disclosure

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator and all information requested by any other party, if the mediator determines that the disclosure is relevant to the mediation discussions.

#### 6. Mediator Impartiality

The parties understand that the mediator must remain impartial throughout and after the mediation process. Thus, the mediator shall not champion the interests of any party over another in the mediation or in any court or other proceeding. The parties agree that the mediator may discuss the parties' mediation process with any attorney any party may retain as individual counsel. Such discussions will not include any negotiations, as all mediation negotiations must involve all parties directly. The mediator will provide copies of

correspondence, draft agreements, and written documentation to independent legal counsel at a party's request. The mediator may communicate separately with an individual mediating party, in which case such "caucus" shall be confidential between the mediator and the individual mediating party, unless agreed otherwise by all parties and the mediator.

#### 7. Mediation Fees

The parties and the mediator agree that the fee for the mediator shall be \$[\*] per hour for time spent with the parties and for time required to study documents, research issues, correspond, telephone call, prepare draft and final agreements, and do such other things as may be reasonably necessary to facilitate the parties reaching full agreement. The mediator shall also be reimbursed for all expenses incurred as a part of the mediation process.

A payment of \$[\*] toward the mediator's fees and expenses shall be paid to the mediator along with the signing of this agreement. Any unearned amount of this retainer fee will be refunded to the parties. The parties shall be jointly and severally liable for the mediator's fees and expenses. As between the parties only, responsibility for mediation fees and expenses shall be: [\*].

The parties will be provided with a monthly accounting of fees and expenses by the mediator. Payment of such fees and expenses is due to the mediator no later than 15 days following the date of such billing, unless otherwise agreed in writing.

Should payment not be timely made, the mediator may, in his or her sole discretion, stop all work on behalf of the parties, including the drafting and/or distribution of the parties' agreement, and withdraw from the mediation. If collection or court action is taken by the mediator to collect fees and/or expenses under this agreement, the prevailing party in any such action and upon any appeal therefrom shall be entitled to attorney fees and costs therein incurred.

DATED: \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Client

\_\_\_\_\_  
Mediator

## **TIGARD CITY COUNCIL**

### **MEETING MINUTES - JANUARY 27, 1998**

- **STUDY SESSION**

- > **Meeting was called to order at 6:30 p.m. by Mayor Jim Nicoli**
- > **Council Present:** Mayor Jim Nicoli, Councilors Paul Hunt, Brian Moore, Bob Rohlf, and Ken Scheckla.
- > **Staff Present:** City Manager Bill Monahan; Community Development Director Jim Hendryx; Chris Huber; Asst. to the City Manager Liz Newton; and City Recorder Catherine Wheatley.
- > **Executive Session**

The Tigard City Council went into Executive Session at 6:30 p.m. under the provisions of ORS 192.660 (1) (d), (e), & (h) to discuss labor relations, real property transactions, current and pending litigation issues.

- > **Executive Session adjourned at 7:30 p.m.**
- > **Mayor Nicoli reconvened the study session.**
- > **Agenda Review**

**Bill Monahan, City Manager**, made several announcements. The Visioning Open House would be held at the Water Building on Thursday from 7 to 9 p.m. There was no Council meeting on February 3. The Water meeting was on Wednesday, February 4, from 7 to 9 p.m. The February 10 meeting was a ceremonial meeting with pictures. Councilors wishing to attend the First Neters Banquet on Friday, February 27, should RSVP to the City Recorder by February 16. Two newly promoted police lieutenants, John Nersky and Rick Rhodes, would be sworn in next Monday at 2:30 p.m.

Mr. Monahan requested a study session after the regular meeting to discuss a problem staff was finding with accessory buildings built before the codes and right up against the property line, making them illegal under current codes.

- 1. **BUSINESS MEETING**

- **Call to Order - City Council & Local Contract Review Board**

Mayor Nicoli called the business meeting to order at 7:40 p.m.

- **Council Communications/Liaison Reports**

Councilor Scheckla announced a workday at Villa La Paz this Saturday beginning at 12:00 p.m. sponsored by Community Partners for Affordable Housing. Any volunteers would be welcome.

- **Call to Council and Staff for Non-Agenda Items**

The City Recorder read the number and title of the resolution.

**RESOLUTION NO. 98-05, A RESOLUTION APPROVING BUDGET ADJUSTMENT NO. 12 TO PROVIDE FUNDING FOR THE NEWLY APPROVED VOLUNTEER COORDINATOR POSITION.**

Motion was approved by unanimous voice vote of Council present. (Mayor Nicoli, Councilors Hunt, Moore, Rohlf and Scheckla voted "yes.")

**10. CONSIDER ORDINANCE APPROVING AGREEMENT BETWEEN ATFALATI RECREATION DISTRICT AND THE CITY OF TIGARD AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT**

Mr. Monahan explained that the Atfalati Recreation District has approved signing the agreement and returned it to Council for the City's signature. He said that there were no changes in the language and recommended that the Council authorize him to sign the agreement so they could begin working with the District representatives on the Cook Park expansion.

**Motion by Councilor Moore, seconded by Councilor Hunt, to approve Ordinance No. 98-02.**

The City Recorder read the number and title of the ordinance.

**ORDINANCE NO. 98-02, AN ORDINANCE APPROVING THE AGREEMENT BETWEEN THE ATFALATI RECREATION DISTRICT, INC. AND THE CITY OF TIGARD AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY COUNCIL.**

Mayor Nicoli mentioned that Atfalati was the name of a Tualatin Valley Indian tribe.

Motion was approved by unanimous roll call vote of Council present. (Mayor Nicoli, Councilors Hunt, Moore, Rohlf and Scheckla voted "yes.")

**11. CONSIDER ATFALATI MANAGEMENT COMMITTEE APPOINTMENTS**

Mr. Monahan explained that the Atfalati agreement called for a committee made up of two city officials and two District representatives to work together to plan for the development and improvement of the Cook Park expansion. He said that the District would provide around \$15,000 a year in funding plus in kind services for development of the property. The two District representatives were Dave Nicoli and Gary Stevens.

Mr. Monahan referenced the staff memo recommending Ed Wegner and Jeff Munro as the City representatives. However the Council could appoint Councilors if they wished. Councilor Hunt expressed his concern at overloading Mr. Wegner who was also working on water supply issues. Mr. Monahan said that Mr. Wegner volunteered. Mayor Nicoli suggested appointing Councilor Hunt as an alternate for Mr. Wegner to step in if Mr. Wegner got too busy.

The Council discussed who to appoint as an alternate. Councilor Hunt spoke for appointing John Roy. **Ed Wegner, Public Works Director**, thanked the Council for their concern but explained that he intended to serve only during the long range planning stage of design and policy/program development. Once that was completed, Mr. Roy would be a more appropriate

representative. He commented that since he began his career in Parks and Recreation, he was interested in being a part of this.

**Motion by Councilor Hunt, seconded by Councilor Moore, to forward the approval of the staff recommendations.**

Motion was approved by unanimous voice vote of Council present. (Mayor Nicoli, Councilors Hunt, Moore, Rohlf and Scheckla voted "yes.")

## **12. PRESENTATION: METRO STREAM AND FLOODPLAIN PROTECTION PLAN**

Mr. Hendryx introduced **Mark Turpel, Metro Interim Director for the Growth Management Program**. Mr. Turpel was here to discuss Title 3 and the model ordinance.

Mayor Nicoli asked if the model ordinance was the same as the process Tigard went through during the past two years to develop a plan to protect its streams. Mr. Turpel said that it was not.

Mr. Turpel reviewed the growth management work done by Metro since the 1995 adoption of the 2040 growth concept for the region. He said that the model ordinance dealt with the water quality and flood protection element of the Functional Plan or Title 3. He stated that Tigard's Safe Harbor ordinance dealt with wildlife habitat in the watershed, and thus was different from this ordinance. He conceded that they were related items.

Mr. Turpel said that the model ordinance was intended to give local jurisdictions a second way to implement the Functional Plan standards for water quality and flood protection. Jurisdictions could demonstrate that they met the basic performance standards or they could use the model ordinance as a "cookbook version" modified to meet their individual situations. He reviewed the membership of the Water Resources Policy Advisory Committee that developed this ordinance, including representatives from local water, sewer, and storm water providers, state and federal agencies, and environmental organizations.

Mr. Turpel stated that MPAC would receive the model ordinance tomorrow night and debate it in February. He mentioned that he had Tigard's December 9 letter to Mayor Drake listing their concerns. He noted the open houses held on this issue, with the next one scheduled for this Saturday in Oregon City.

Councilor Hunt asked if the work the City did on the Safe Harbor ordinance was negated by Metro's plan. Mr. Turpel said that, as he understood it, Metro's work was in addition to the City's work on protecting wildlife habitats in stream corridors. He confirmed that Tigard had to comply with both the Safe Harbor ordinance and the Metro Title 3 provisions.

Mayor Nicoli mentioned that he has not read the proposed wording of the model ordinance. He stated that as Tigard went through the Safe Harbor ordinance process, they realized that they had so many pre-existing conditions that if they set the boundaries too high, they effectively rendered many single family homes non-conforming, thus prohibiting remodeling or rebuilding in the event of fire. He said that they found a positive way to deal with that issue yet protect streams overall.

Mayor Nicoli stated that unless the ordinance included options to deal with the pre-existing cases and the people damaged by the provisions, he doubted that Metro would receive the



**OPTION # 1 - PAYMENT OF FULL AMOUNT INCLUDING INTEREST  
PLUS BALLON PAYMENT 2012**

**Atfalati Recreation District - Tigard Little League & SouthSide Soccer Club**  
**Repayment of Expenditures for Cook Park Improvements**

		Less Amount Credited for ARD Improvements	Net Balance at July 31, 2002	Payments Fiscal Year 2003	Payments Fiscal Year 2004	Payments Fiscal Year 2005	Payments Fiscal Year 2006	Payments Fiscal Year 2007	Payments Fiscal Year 2008	Payments Fiscal Year 2009	Payments Fiscal Year 2010	Payments Fiscal Year 2011	Proposed Ballon Payment FY 2012	Total Proposed Payments
1	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00						\$ -	\$ 60,000.00
2	\$ 37,562.00	-	\$ 37,562.00	-	4,134.89	4,297.39	4,467.69	4,563.42	4,544.22	4,573.06	4,464.52	4,327.32	10,245.45	\$ 45,617.96
3	\$ 256,000.00	-	\$ 256,000.00	-	27,671.97	28,759.47	29,899.17	30,539.84	30,411.30	30,604.30	29,877.96	28,959.73	68,565.71	\$ 305,289.44
	\$ 293,562.00	-	\$ 293,562.00	-	31,806.86	33,056.86	34,366.86	35,103.27	34,955.51	35,177.36	34,342.48	33,287.04	78,811.17	\$ 350,907.40
	\$ 353,562.00	\$ -	\$ 353,562.00	\$ 15,000.00	\$ 46,806.86	\$ 48,056.86	\$ 49,366.86	\$ 35,103.27	\$ 34,955.51	\$ 35,177.36	\$ 34,342.48	\$ 33,287.04	\$ 78,811.17	\$ 410,907.40

port clubs

principal payments plus calculated payments between Field and the partnership as the percentage of each item

INTEREST	Date	Principal	Coupon	Interest	Debt Service
Rates same as OECD Loan	11/01/2003	23,000	3.00000%	8,806.86	31,806.86
	11/01/2004	26,000	3.00000%	8,056.86	32,056.86
	11/01/2005	27,000	3.00000%	7,368.86	34,368.86
	11/01/2006	28,000	3.25000%	7,103.27	35,103.27
	11/01/2007	28,000	3.65000%	6,955.51	34,955.51
	11/01/2008	29,000	3.65000%	9,177.30	38,177.30
	11/01/2009	29,000	4.00000%	5,342.48	34,342.48
	11/01/2010	29,000	4.10000%	4,287.04	33,287.04
	11/01/2011	75,562	4.30000%	3,249.17	78,811.17
	11/01/2012			0.00	0.00
		<u>293,562</u>		<u>57,345.40</u>	<u>350,907.40</u>

Savings per payment plan from ARD (TLL, SSSC) and list of items ARD will spend money on at Cook Park. (\$ 65,000) \$(57,345.40)

Money and Cook Park: (\$50,000)											Total Proposed Payments
FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	
53,500.00	15,000.00	23,000.00	25,000.00	27,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	-	288,500.00

**Actual Paid**  
**FY 2002 & 2003**  
15,000.00

15,000.00  
10,000.00  
40,000.00

65,000.00

**OPTION # 2 - PAYMENT IS FOR NET AMOUNT INCLUDING INTEREST. PAYMENTS ARE PER THE ARD  
PROPOSED PAYMENT SCHEDULE AND EXTENDED OUT TO 2013. A CREDIT FOR \$45,000 IS GIVEN  
FOR ITEMS REQUESTED PER LETTER FROM ARD TO ED WEGNER.**

**Atfalati Recreation District - Tigard Little League & SouthSide Soccer Club**  
**Repayment of Expenditures for Cook Park Improvements**

Balance at 9/1/2002	Less Amount Credited for ARD Improvements	Net Balance at July 31, 2002	Payments Fiscal Year 2003	Payments Fiscal Year 2004	Payments Fiscal Year 2005	Payments Fiscal Year 2006	Payments Fiscal Year 2007	Payments Fiscal Year 2008	Payments Fiscal Year 2009	Payments Fiscal Year 2010	Payments Fiscal Year 2011	Payments Fiscal Year FY 2012	Payments Fiscal Year FY 2013	Total Proposed Payments
1,000.00	\$ -	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
1,562.00 *	(8,450.00)	\$ 29,112.00	-	1,931.39	2,160.19	2,449.63	4,582.18	4,482.58	4,511.32	4,375.29	4,242.70	4,080.59	3,501.54	\$ 36,417.41
1,000.00	(56,550.00)	\$ 199,450.00	-	12,925.47	14,456.67	16,393.64	30,865.33	29,998.78	30,191.16	29,280.75	28,393.47	27,308.58	24,102.63	\$ 243,716.48
1,562.00	(65,000.00)	228,562.00	-	14,856.86	16,616.86	18,843.27	35,247.51	34,481.36	34,702.48	33,656.04	32,636.17	31,389.17	27,704.17	\$ 280,133.89
1,562.00	\$ (65,000.00)	\$ 288,562.00	\$ 15,000.00	\$ 29,856.86	\$ 31,616.86	\$ 33,843.27	\$ 35,247.51	\$ 34,481.36	\$ 34,702.48	\$ 33,656.04	\$ 32,636.17	\$ 31,389.17	\$ 27,704.17	\$ 340,133.89

Payments plus calculated  
interest between Field  
percentage of each item

INTEREST	Date	Principal	Coupon	Interest	Credit Service
Rates same as OECD Loan	11/01/2003	0	3.00000%	0.00	0.00
	11/01/2004	8,000	3.00000%	6,856.86	14,856.86
	11/01/2005	10,000	3.00000%	6,616.86	16,616.86
	11/01/2006	12,000	3.25000%	6,843.27	18,843.27
	11/01/2007	28,000	3.65000%	7,247.51	35,247.51
	11/01/2008	28,000	3.90000%	6,481.36	34,481.36
	11/01/2009	29,000	4.00000%	5,702.48	34,702.48
	11/01/2010	29,000	4.10000%	4,656.04	33,656.04
	11/01/2011	29,000	4.30000%	3,636.17	32,636.17
	11/01/2012	29,000	4.30000%	2,389.17	31,389.17
	11/02/2013	26,562	4.30000%	1,142.17	27,704.17

Savings per payment plan  
from ARD (TLL, SSSC) and  
list of items ARD will spend  
money on at Cook Park. (\$ 65,000)

228,562	51,571.87	280,133.89
---------	-----------	------------

2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Payments
3,500.00	15,000.00	23,000.00	25,000.00	27,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	-	286,500.00

at Paid  
12 & 2003  
15,000.00  
10,000.00  
10,000.00  
35,000.00

OPTION # 3A(JARD Preferred) - PAYMENT IS FOR NET AMOUNT WITH NO INTEREST. PAYMENTS ARE PER THE ARD PROPOSED PAYMENT  
SCHEDULE F WITHOUT A BALLOON AND EXTENDED OUT TO 2013. A CREDIT FOR \$65,000 IS GIVEN  
FOR ITEMS REQUESTED PER LETTER FROM ARD TO ED WEGNER.

**Attalati Recreation District - Tigard Little League & SouthSide Soccer Club**  
**Repayment of Expenditures for Cook Park Improvements**

as at 2002	Less Amount Credited for ARD Improvements	Net Balance at July 31, 2002	Payments Fiscal Year 2003	Payments Fiscal Year 2004	Payments Fiscal Year 2005	Payments Fiscal Year 2006	Payments Fiscal Year 2007	Payments Fiscal Year 2008	Payments Fiscal Year 2009	Payments Fiscal Year 2010	Payments Fiscal Year 2011	Payments Fiscal Year 2012	Payments Fiscal Year 2013	Total Proposed Payments
00.00	\$ -	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
62.00	(8,450.00)	\$ 29,112.00 *	-	1,040.00	1,300.00	1,360.00	3,040.00	3,040.00	3,770.00	3,770.00	3,770.00	3,770.00	2,632.00	\$ 28,112.00
00.00	(56,550.00)	\$ 199,450.00	-	8,960.00	8,700.00	10,440.00	24,360.00	24,360.00	25,230.00	25,230.00	25,230.00	25,230.00	23,710.00	\$ 199,450.00
62.00	(65,000.00)	\$ 228,562.00	-	8,000.00	10,000.00	12,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	29,000.00	26,562.00	\$ 228,562.00
62.00	\$ (65,000.00)	\$ 228,562.00	\$ 15,000.00	\$ 23,000.00	\$ 25,000.00	\$ 27,000.00	\$ 28,000.00	\$ 28,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 26,562.00	\$ 288,562.00

ryments plus calculated  
between Field  
centage of each Item

INTEREST	Date	Principal	Coupon	Interest	Debt Service
Rates same as OECD Loan	11/01/2003	0	3.00000%	0.00	0.00
	11/01/2004	8,000	3.00000%	0.00	8,000.00
	11/01/2005	10,000	3.00000%	0.00	10,000.00
	11/01/2006	12,000	3.25000%	0.00	12,000.00
	11/01/2007	28,000	3.55000%	0.00	28,000.00
	11/01/2008	28,000	3.80000%	0.00	28,000.00
	11/01/2009	29,000	4.00000%	0.00	29,000.00
	11/01/2010	29,000	4.10000%	0.00	29,000.00
	11/01/2011	29,000	4.30000%	0.00	29,000.00
	11/01/2012	29,000	4.30000%	0.00	29,000.00
	11/02/2013	26,562	4.30000%	0.00	26,562.00
	11/03/2014	0	4.30000%	0.00	0.00
	11/04/2015	0	4.30000%	0.00	0.00
		228,562		0.00	228,562.00

Savings per payment plan from ARD (TLL, SSSC) and list of items ARD will spend money on at Cook Park. (\$ 65,000) \$ 65,000.00

	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Payments
002											
500.00	15,000.00	23,000.00	25,000.00	27,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	-	286,500.00

Paid  
: & 2003  
000.00  
000.00  
000.00  
000.00

OPTION # 3B - PAYMENT IS FOR NET AMOUNT WITH NO INTEREST. PAYMENTS ARE PER THE ARD  
PROPOSED PAYMENT SCHEDULE PLUS A BALLON IN 2012. A CREDIT FOR \$65,000 IS GIVEN  
FOR ITEMS REQUESTED PER LETTER FROM ARD TO ED WEGNER.

Atfalati Recreation District - Tigard Little League & SouthSide Soccer Club  
Repayment of Expenditures for Cook Park Improvements

Balance at July 31, 2002	Less Amount Credited for ARD Improvements	Net Balance at July 31, 2002	Payments Fiscal Year 2003	Payments Fiscal Year 2004	Payments Fiscal Year 2005	Payments Fiscal Year 2006	Payments Fiscal Year 2007	Payments Fiscal Year 2008	Payments Fiscal Year 2009	Payments Fiscal Year 2010	Payments Fiscal Year 2011	Proposed Ballon Payment FY 2012	Total Proposed Payments
60,000.00	\$ -	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00						\$ -	\$ 60,000.00
37,562.00	(8,450.00)	\$ 29,112.00 *	-	1,040.00	1,300.00	1,560.00	3,640.00	3,640.00	3,770.00	3,770.00	3,770.00	6,522.00	\$ 29,112.00
256,000.00	(56,550.00)	\$ 199,450.00	-	6,960.00	8,700.00	10,440.00	24,360.00	24,360.00	25,230.00	25,230.00	25,230.00	48,940.00	\$ 199,450.00
203,562.00	(65,000.00)	228,562.00	-	8,000.00	10,000.00	12,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	55,562.00	\$ 228,562.00
353,562.00	\$ (65,000.00)	\$ 288,562.00	\$ 15,000.00	\$ 23,000.00	\$ 25,000.00	\$ 27,000.00	\$ 28,000.00	\$ 28,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 55,562.00	\$ 288,562.00

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all payments plus calculated  
interest between Field  
percentage of each item

INTEREST	Date	Principal	Coupon	Interest	Debt Service
Rates same as OECD Loan	11/01/2003	0	3.00000%	0.00	0.00
	11/01/2004	8,000	3.00000%	0.00	8,000.00
	11/01/2005	10,000	3.00000%	0.00	10,000.00
	11/01/2006	12,000	3.26000%	0.00	12,000.00
	11/01/2007	28,000	3.65000%	0.00	28,000.00
	11/01/2008	28,000	3.80000%	0.00	28,000.00
	11/01/2009	29,000	4.00000%	0.00	29,000.00
	11/01/2010	29,000	4.10000%	0.00	29,000.00
	11/01/2011	29,000	4.30000%	0.00	29,000.00
	11/01/2012	55,562	4.30000%	0.00	55,562.00
		228,562		0.00	228,562.00

Savings per payment plan  
from ARD (TLL, SSSC) and  
list of items ARD will spend  
money on at Cook Park. (\$ 65,000)

FY 2002	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Payments
53,500.00	15,000.00	23,000.00	25,000.00	27,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	-	288,500.00

Actual Paid  
2002 & 2003  
15,000.00  
10,000.00  
40,000.00

65,000.00

OPTION # 3C - PAYMENT IS FOR NET AMOUNT INCLUDING INTEREST. PAYMENTS ARE PER THE ARD PROPOSED PAYMENT SCHEDULE AND EXTENDED OUT TO 2013. TOTAL PAYMENT EACH YEAR INCLUDES PRINCIPAL AND INTEREST. A CREDIT FOR \$65,000 IS GIVEN FOR ITEMS REQUESTED PER LETTER FROM ARD TO ED WEGNER.

Atfalati Recreation District - Tigard Little League & SouthSide Soccer Club  
Repayment of Expenditures for Cook Park Improvements

12	Less Amount Credited for ARD Improvements	Net Balance at July 31, 2002	Payments Fiscal Year 2003	Payments Fiscal Year 2004	Payments Fiscal Year 2005	Payments Fiscal Year 2006	Payments Fiscal Year 2007	Payments Fiscal Year 2008	Payments Fiscal Year 2009	Payments Fiscal Year 2010	Payments Fiscal Year 2011	Payments Fiscal Year FY 2012	Payments Fiscal Year FY 2013	Total Proposed Payments
0	\$ -	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
0 *	(8,450.00)	\$ 29,112.00	-	891.39	1,300.00	1,560.00	3,640.00	3,640.00	3,770.00	3,770.00	3,770.00	3,770.00	3,601.67	\$ 29,713.06
0	(56,550.00)	\$ 199,450.00	-	5,965.47	8,700.00	10,440.00	24,360.00	24,360.00	25,230.00	25,230.00	25,230.00	25,230.00	24,103.47	\$ 198,848.94
0	(65,000.00)	\$ 228,562.00	-	6,000.00	10,000.00	12,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	29,000.00	27,705.14	\$ 228,562.00
0	\$ (65,000.00)	\$ 288,562.00	\$ 15,000.00	\$ 21,856.86	\$ 25,000.00	\$ 27,000.00	\$ 28,000.00	\$ 28,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 27,705.14	\$ 288,562.00

plus calculated  
Field  
of each item

INTEREST	Date	Principal	Coupon	Interest	Debt Service
Rates same as					
OECD Loan	11/01/2003	0	3.00000%	0.00	0.00
	11/01/2004	0.00	3.00000%	8,868.88	8,868.88
	11/01/2005	3,143.14	3.00000%	8,868.88	10,000.00
	11/01/2006	4,673.89	3.25000%	7,326.11	12,000.00
	11/01/2007	19,942.81	3.65000%	8,057.19	28,000.00
	11/01/2008	20,369.62	3.80000%	7,630.48	28,000.00
	11/01/2009	21,782.69	4.00000%	7,217.31	29,000.00
	11/01/2010	22,495.35	4.10000%	6,504.65	29,000.00
	11/01/2011	23,145.35	4.30000%	5,854.65	29,000.00
	11/01/2012	24,140.60	4.30000%	4,859.40	29,000.00
	11/02/2013	23,863.79	4.30000%	3,821.35	27,705.14

Savings per payment plan  
from ARD (TLL, SSSC) and  
list of items ARD will spend  
money on at Cook Park. (\$ 65,000)

228,562	163,577.14	64,984.86	228,562.00
---------	------------	-----------	------------

	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Payments
10	15,000.00	23,000.00	25,000.00	27,000.00	28,000.00	28,000.00	29,000.00	29,000.00	29,000.00	-	286,500.00

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From: "John Anderson" <jranders99@attbi.com>  
To: "'Daniel Plaza'" <Daniel@ci.tigard.or.us>  
Cc: <office@southsidesoccer.org>,  
"Jarrett Rose" <rosej@teleport.com>,  
"Dave Nicoli" <dnicoli@dpnicoli.com>  
Subject: Cook Park - final version of the DRAFT Concession Stand agreement  
Date: Sat, 1 Mar 2003 17:06:53 -0800

Dan,

The attached PDF file contains the final version of the proposed agreement for ARD to operate the Cook Park Concession Stand. Please include this document with the packet for the March 18 City Council workshop meeting.



**IMPORTANT NOTICE REGARDING DOCUMENT**

This document is a "work in progress". It represents the efforts of John R. Anderson using input from representatives of Tigard Little League and Southside Soccer Club. A lawyer has not reviewed this document. This document may not be complete.

The Atfalati Recreation District (ARD), a non-profit Oregon organization, is comprised of Southside Soccer Club and Tigard Little League. ARD entered into an Agreement in 1997 with the City of Tigard to participate in development of recreation facilities within Cook Park. The 1997 Agreement included provision to allow ARD operation of a concession stand within the Park. This document will establish the guidelines under which ARD will operate that concession stand.

The document covers the following areas:

- Dates and Hours of operation,
- Food items to be served and proposed pricing,
- The sale of apparel and souvenirs related to recreation activities,
- Signage use within the concession stand and on its external surfaces,
- The use of a sub-contractor to operate the concession stand,
- Maintenance of concession stand and equipment within,
- Repair of equipment within concession stand,
- Alterations and modifications to concession stand structure,
- Commitment by City to maintain incoming electrical, water, sewer connections,
- Price increase guidelines,
- Prohibition of the sale of alcoholic beverages and tobacco products, and
- Continuation of ARD ability to have other vendors present in Cook Park.

The document will refer to so-called "standard agreement requirements" such as:

- Liability insurance,
- Hold Harmless clause,
- Worker's Compensation,
- Indemnification,
- Independent Contractor status,
- Appliances (type and approval procedure),
- Conditions of operations,
- Rights reserved by the City ,
- Inspections and permitting,
- Licenses, Fees, and Compliance with Laws/Regulations (applicable City codes),
- Agreement period,
- Responsibilities of ARD, City, and Concessionaire,
- Periodic sales reports to be produced for the benefit of the City,
- Determination of responsibility for gas, electricity, water, sewer, phone, and
- All other items deemed appropriate by the City or ARD to be included in this agreement.

Cook Park Concession Stand  
Proposed Concession Agreement between ARD and the City of Tigard  
08-Dec-02, REVISED: 25-JAN-03, 29-JAN-03, 1-MAR-03



All parties agree the intent of this agreement is to provide an environment in which ARD will successfully and profitably operate the concession stand such that ARD is able to pay its yearly financial commitment under the 1997 Agreement and 2002/2003 agreements.

### **Proposed Dates and Hours of operation**

**NOTE:** Evening closing hour will be determined by Park closing hour. Snack shack will close one hour before dark to allow adequate clean-up time. ARD will operate an abbreviated schedule during the first year of operation.

Date Range 1: April 1 through June 15 (spring operation)

Mon-Fri: 3P-one hour before dark (6PM to 8PM range)

Saturday: 8AM- one hour before dark (6PM to 8PM range)

Sunday: 10AM- one hour before dark (6PM to 8PM range)

Date Range 2: June 16 through September 10 (summer operation)

Mon-Fri: 11AP- one hour before dark (7PM to 9PM range)

Saturday: 8AM- one hour before dark (8PM to 9PM range)

Sunday: 10AM- one hour before dark (8PM to 9PM range)

Date Range 3: September 11 through October 31 (fall operation)

Mon-Fri: 3P-one hour before dark (6PM to 7PM range)

Saturday: 8AM- one hour before dark (6PM to 7PM range)

Sunday: 10AM- one hour before dark (6PM to 7PM range)

**The following list of food, snack, apparel and souvenirs is representative and is not inclusive of all items for sale at the concession stand.**

### **Food items**

**[We will need help from the concessionaire on pricing.]**

#### ***Sandwiches***

Hot dogs

Hamburgers

Chicken sandwich

Chicken fingers

Meatless burgers

Deli style items

Specialty seasonal items

Barbecued items cooked on BBQ grill outside of concession stand

Other sandwich related products to be determined



Cook Park Concession Stand  
Proposed Concession Agreement between ARD and the City of Tigard  
08-Dec-02, REVISED: 25-JAN-03, 29-JAN-03, 1-MAR-03



***Beverages***

Soft drinks: small, medium, large  
Coffee: regular and decaf, small, medium, large  
Bottled Water  
Sports drinks  
Hot chocolate  
Espressos  
Lattes  
Other beverage related products to be determined

***Chips, Ice Cream, and other items***

Doritos  
Potato chips  
Sour Cream and Onion  
Barbecue  
Frito-Lay products  
Sunflower seeds  
Ice cream bars  
Soft pretzels with & with out cheese sauce  
Chili  
Other chip related products to be determined

***Candy***

Snickers  
Air Heads  
Milky Way  
Licorice  
Mints  
Gobstoppers  
Payday  
Pepperoni sticks  
Cookies  
Taffy products  
Caramel corn  
Jolly Ranchers  
Twix  
Kit Kat  
M&M's  
Skittles  
Starburst  
Other candy related products to be determined

Cook Park Concession Stand  
Proposed Concession Agreement between ARD and the City of Tigard  
08-Dec-02, REVISED: 25-JAN-03, 29-JAN-03, 1-MAR-03



***Popcorn***

Plain

Buttered

Other popcorn related products to be determined

***Other***

Corn dogs

Snack Shack "cards" – pay \$8 to \$10 for a card that is stamped for each purchase you make.

Round Table pizza cards

Albertson's Scrip cards – to be given away

Other miscellaneous products to be determined

**Apparel and souvenirs related to recreation activities**

Sweatshirts

Sweat pants

Caps and hats

Bracelets and other small novelty items

Belts

Athletic shoes

All items may have athletic club logo affixed

Water bottles

T-shirts

Jackets

Pins

Buttons

Key rings

Other apparel, souvenir, and novelty products to be determined

**Signage use within concession stand and its external surfaces**

Food pricing charts with approved advertising logo.

Apparel pricing charts with approved advertising logo.

Thermometers with approved advertising logo.

Date/time displays with approved advertising logo.

Athletic club seasonal sign-up promotional signs.

Other appropriate signage

**Use of sub-contractor to operate the concession stand**

ARD intends to operate the concession stand under an agreement with an appropriately licensed concessionaire. ARD understands that its agreement with the concessionaire must include all applicable provisions necessary to meet City, Washington County, and State of Oregon rules and regulations.



### **Maintenance of the concession stand and equipment within**

ARD or its concessionaire is responsible for the maintenance and upkeep of equipment that either it or its concessionaire installs and operates within the concession stand. The City is responsible for the maintenance and upkeep of any equipment installed by the City or by contractors working under an agreement with the City. Any damage to City owned or controlled equipment will be borne by ARD or its concessionaire upon determination that ARD or its concessionaire was responsible for the damage. The cleaning of plugged sewer lines is the responsibility of ARD or its concessionaire unless the plugged condition was due to faulty installation of the sewer components or stoppages unrelated to actions by ARD or its concessionaire.

### **Repair of equipment within concession stand**

ARD or its concessionaire is responsible for timely repair of equipment that either it or its concessionaire installs and operates within the concession stand. The City is responsible for the timely repair of any equipment installed by the City or by contractors working under an agreement with the City.

### **Alterations and modifications to the concession stand structure**

From time to time, it may become necessary to alter or modify an existing component of the concession stand in order to provide for improved safety, more efficient operations, improved revenue flow, or reduced operating expenses. Either the ARD or the City may make proposals for such alterations or modifications. Such proposals shall be discussed between ARD and the City and appropriate decisions reached as to an approved course of action. These discussions will also provide an agreement upon the financial commitment by ARD and/or the City to pay for the alteration or modification.

### **Commitment by City to maintain incoming gas, electrical, water, sewer, and phone connections**

Continuous availability of gas, electricity, water, sewer, and phone connections is critical to successful operations of the concession stand. City agrees to take all reasonable actions necessary to maintain continuous operation of these items if disruption of services is within the jurisdiction of the City. The City also agrees to work closely with appropriate public agencies if the disruption is outside the jurisdiction of the City.

### **Price increase guidelines**

From time to time, ARD or its concessionaire may desire to modify pricing for existing sale items. ARD and its concessionaire agree to notify the City of intended price modifications within the guidelines contained in the City codes.



### **Prohibition of sale of alcoholic beverages and tobacco products**

ARD and its concessionaire agree that no tobacco products, alcoholic beverage or food item with "alcoholic content", defined by the State of Oregon, will be sold/dispensed from the concession stand.

### **Continuation of ARD ability to have other vendors present in Cook Park**

From time to time, ARD may bring in vendors as necessary to support additional demand for foods, beverages, novelties, and apparel. For example, tournaments attract a much larger attendance than normal day-to-day operations. In addition, vendors may sell items such as snow cones, pizza, etc as team fundraisers.

### **Standard Agreement Items**

ARD understands the final agreement between ARD and the City will contain standard legal language concerning the following items. ARD will review these standard items and reserves the right to propose alterations to the final wording for each item.

- Liability insurance,
- Hold Harmless clause,
- Worker's Compensation,
- Indemnification,
- Independent Contractor status,
- Appliances (type and approval procedure),
- Conditions of operations,
- Rights reserved by the City ,
- Inspections and permitting,
- Licenses, Fees, and Compliance with Laws/Regulations (applicable City codes),
- Agreement period,
- Responsibilities of ARD, City, and Concessionaire,
- Periodic sales reports to be produced for the benefit of the City,
- Determination of responsibility for utilities; gas, electricity, water, sewer, phone, and
- All other items deemed appropriate by the City or ARD to be included in this agreement.

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF 3/12/02

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Discuss options available for Cook Park Concessions Operations

PREPARED BY: Dan Plaza DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Discuss options available for Cook Park Concessions Operations.

Council is being asked to consider this item since the City has several concession operation options, which will require City Council direction. Two of our options would be to seek an RFP, awarding a concession contract to a sole vendor, using an exemption to the competitive bidding requirements, or preparing a supplement (addendum) to the Atfalati Recreation District Agreement.

The options to be considered by Council are:

- Offer to the State Commission for the Blind, the opportunity to provide vending services in Cook Park;
- Have a competitive solicitation process (either an invitation to bid or a request for proposals), in which the City would provide the solicitation to the Commission, making sure that the Commission is informed of the opportunity to submit a bid or proposal and that a contract will be awarded, as required by ORS 346.530
- Use an exemption to the competitive bidding requirements, without giving the Commission the first opportunity to present an offer, (possible exemptions include contracts under \$25,000, contracts with other public agencies, and, arguably, personal services contracts); or
- Work with the City Attorney to prepare a supplement (addendum) to the Atfalati Recreation District Agreement, dated 2/2/98, to provide more detail (as contemplated in the agreement) concerning the construction and operation of a concession stand at Cook Park. As an agreement among property owners relating to management of the real property, it should not be subject to public contracting rules and should avoid problems with ORS Chapter 346.

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STAFF RECOMMENDATION

Staff recommendation would be for City Council to direct staff to work with the City Attorney on preparation of a supplement (addendum) to the Atfalati Recreation District Agreement to provide more detail (as contemplated in the agreement) concerning the construction and operation of a concession stand at Cook Park.

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## INFORMATION SUMMARY

It has recently come to the City's attention that there is a State Statute (ORS 346.510 through 346.570) that states that the Oregon Commission for the Blind has preference in operating concession stands in a City Park.

The Commission for the Blind *currently* operates the vending machine service provided by the City of Tigard. The fact that the City is currently using the Commission for the Blind to operate the City's vending machine service led to the question regarding the operation of a concession stand by the Commission for the Blind in a City Park (specifically Cook Park). In 1998, when the City and the Atfalati Recreation District entered into the agreement, dated 2/8/98, the City had no knowledge of the Commission for the Blind preference statutes.

*A memorandum, dated 1/27/02 from the City's Attorney discussed the issue of "Do ORS 346.510 through 346.570 require the City to use the Oregon Commission for the Blind to operate a concession stand in a City Park?"*

The Attorney's analysis states, in part, "ORS 346.510 through 346.570 apply to 'vending facilities' on public property. 'Vending facility' is broadly defined to include not just vending machines but 'cafeteria or snack bars for the dispensing of food stuffs and beverages' as well. ORS 346.510 (2). A concession stand is within the definition of vending facilities, and a City Park qualifies as public property. Therefore, these statutes would apply to a concession stand in a City Park."

On February 2, 1998, the City entered into an agreement with the Atfalati Recreation District (ARD). The purpose of the agreement is to set forth the obligations, rights, and responsibilities of the parties (ARD & City of Tigard) concerning the purchase of property, development of property, improvements to property, maintenance of property, and use of developed fields and the related facilities with the expansion of Cook Park. One of the improvements to the property was the development of a "snack shack". The City gave permission to ARD to provide a snack shack for ARD sales operation during the soccer and little league seasons. ARD plans to use the income from the snack shack to help pay for ARD's share of the purchase and development of property at Cook Park. The City Council approved the agreement with the Atfalati Recreation District by approving Ordinance No. 98-02, dated January 27, 1998. The approval of this Ordinance set in motion an agreement that called for ARD to share in the development costs of a new concession stand at Cook Park which would then be operated by ARD to help fund ARD's financial commitments (debt service) as set forth in the agreement. According to the City Attorney, "The agreement was not a contract for vending services on City property by an agreement delineating the respective rights of ARD and the City in the property. The City and ARD can supplement the agreement without violating public contracting law.

Again, this issue has been raised because Atfalati Recreation District wants to operate the new concession stand at Cook Park in order to generate funds necessary to fund ARD's financial commitments (debt service) as set forth in the agreement with the City. Phase II of the Cook Park expansion project is currently out to bid. Therefore, Council direction is needed on the recommended option because Council's decision will impact the bidding for the construction of the concession stand.

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## OTHER ALTERNATIVES CONSIDERED

- Remove the construction of a concession stand from the Phase II construction of Cook Park
- Opt to have City staff operate a concession stand at Cook Park.

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### VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

- City Council Goal #4 - Continue to implement the City Park Master Plan
- Task (5) Continue to implement the Cook Park master plan

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### ATTACHMENT LIST

- Atfalati Recreation District Agreement with City, approved by City Ordinance No. 98-02
- City Attorney Memo dated 2/20/02

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### FISCAL NOTES

Funding for Phase II of the Cook Park expansion are derived from the Park SDC's, grant funding, and loan. Development of the concession stand at Cook Park could be a reimbursement from the Atfalati Recreation District

RAMIS  
CREW  
CORRIGAN &  
BACHRACH, LLP

Practicing as  
Hibbard Caldwell Schultz  
Ramis & Crew  
in Oregon City

ATTORNEYS AT LAW

1727 N.W. Hoyt Street  
Portland, Oregon 97209

(503) 222-4402  
Fax: (503) 243-2944

MEMORANDUM

TO: John Roy, Facilities Manager, City of Tigard

FROM: Gary Firestone, City Attorney's Office

DATE: February 20, 2002

RE: Concession Stand in Cook Park

This memorandum is a follow-up to the previous memorandum dated January 27, 2001, regarding vending services.

ISSUES

1. What approaches can the City take to the provision of vending services in Cook Park, assuming that the vending services will be operated pursuant to a public contract entered into between the City and the person or entity providing the services?
2. Are there alternative approaches to the operation of a concession stand in Cook Park that do not treat the agreement to operate the stand as a public contract?
3. What is the effect of the February 1998 agreement with Atfalati Recreation District?

ANSWER

Assuming that the agreement for operation of the concession stand will be considered a public contract, the City will have three basic options. The City has a fourth option that is based on Atfalati's interest in the property as an equitable owner. Option 1 under public contracting law is to offer to the state Commission for the Blind the opportunity to provide vending services in the park. If the Commission wants to provide the services, the City would then enter into an agreement with the Commission. Because the Commission is a public agency, the contract would be exempt from competitive solicitation rules. If the Commission is not interested, the City could then enter into a contract pursuant to its normal public contracting rules.



Option 2 is to have a competitive process in which the city issues an invitation to bid or a request for proposals, providing the ITB or RFP to the Commission, with an express invitation to submit a bid or proposal and notifying the Commission that the City will be entering into a contract for the concession stand, including vending services. If the Commission submits a bid or proposal and the City awards the contract to someone other than the Commission, the City would have to notify the Commission of the award and the reason the contract was not awarded to the Commission. Cost to the City is a sufficient reason to not award the contract to the Commission.

Option 3 is to use an exemption to the competitive bidding requirements, without giving the Commission the first opportunity to present an offer. If the City adopts this approach, it will have to provide the Commission with notice at least 30 days prior to the date it enters into the contract and must give the Commission the opportunity to match the offer. Possible exemptions include contracts under \$25,000, contracts with other public agencies, and, arguably, personal services contracts.

The City has authority under TMC 7.52.080(a) to issue permits for concessions. However, the City can recoup only its costs in the permit fee. The City could couple the concession permit with a lease in which the City could (and should) maximize the income to the City. However, if the existing agreement with Atfalati Recreation District (ARD) did not exist, the City would have a difficult time justifying a lease if it is not entered into by some type of competitive process. The lease could be considered a lease of a "public improvement," which would make the lease a public contract, or the lease could be considered a public contract if the amount of the lease payments were dependent on the volume of business. Furthermore, the permit to operate the concession stand and possibly the lease would be subject to the rules giving the Commission for the Blind a preference in providing vending services on public property. If this approach is used, the City would have to determine what the best deal is that it can reach with a prospective tenant/permittee and determine whether the Commission is able to match the offer. This approach could lead to legal challenges. However, the existing agreement with ARD creates options that otherwise would not be available.

Option 4 is to supplement the existing agreement with ARD as a contract that is not a "public contract." In 1998, the City entered into an agreement with ARD. That agreement recognized that ARD has an equitable ownership interest in the Cook Park addition. The agreement was not subject to the public contracting rules because it relates to real property rather than to goods or services. The agreement gives the right to a "snack shack," but in the context of ARD's equitable property rights. Although the Commission could take the position that the City violated ORS 346.530, this was not a contract for vending services on City property but an agreement delineating the respective rights of ARD and the City in the property. The City and ARD can supplement the agreement without violating public contracting law and should be able to avoid violating the Commission's preference.

## ANALYSIS

### Options Under Public Contracting Law

#### *Option 1*

One option is simply to offer the Commission for the Blind the opportunity to provide vending services and enter into an intergovernmental agreement with the Commission. This would satisfy the statutory preference given to the Commission (ORS 346.510 through 346.570) and would also come within the exemption to public contracting rules for agreements entered into with other government agencies. ORS 279.015(a); AR 10.010.1.a.

If the Commission decides not to offer to provide the vending services, the City would then be able to enter into an agreement with another party under the public contracting rules (including applicable exemptions).

#### *Option 2*

The second option is to have a competitive solicitation process (either an invitation to bid or a request for proposals), in which the City would provide the solicitation to the Commission, making sure that the Commission is informed of its opportunity to submit a bid or proposal and that a contract will be awarded, as required by ORS 346.530. If the contract is then awarded to someone other than the Commission, the City would have to provide notice to the Commission of the award and the reason why the Commission did not get the contract. ORS 346.530(2). A difference in terms and conditions is a sufficient justification. *See* ORS 346.530(2).

#### *Option 3*

The third option under the public contracting rules is to award the contract under an exemption provided in the public contracting rules. Under this option, the Commission would have to be given the opportunity to obtain the contract on the same terms as the person awarded the contract. This easiest way to do this is simply to determine what the best deal for the City is and give the Commission the opportunity to match the deal. The City would have to make sure that the Commission is given notice of the contract 30 days before it is entered into, and, if the Commission makes any offer, provide the Commission with a justification for not awarding the contract to the Commission. ORS 346.530.

Several options to proceed under an exemption may be possible. The City could enter into an agreement with another government agency. ORS 279.015(1)(a); AR 10.010.1.a. If the value of the

services provided is less than \$25,000, the City could use the exemption provided by AR 10.010.1.c and 10.015. The City would have to obtain competitive quotes for contracts using this exemption. AR 10.015. Finally, the City may be able to take the position that the City is offering the concession services to the public and that the contract is for professional services in managing the City's concessions. However, there is at least some doubt as to whether the contract would constitute a professional services contract under AR 70.000. If the agreement can be classified as a personal services contract, the City would still have to follow either the formal or information selection procedures of AR 70.020.

*Alternatives to Public Contracting Law*

TMC 7.52.080(a) implicitly authorizes the City to issue permits for concessions in City parks. A permit is not a contract, so a permit is not subject to public contracting rules. However, a City can charge only permit fees for the permit.

The City has inherent authority to lease City-owned property. Real property transactions are not normally considered to be a public contract. However, in this case the lease may arguably be subject to the public contracting rules. Some may argue that the lease is a lease of public improvements and therefore a public contract as defined by ORS 279.011(6), which defines "public contract" as "any purchase, lease or sale of personal property, public improvements, or services" other than personal services. However, "public improvements" is defined narrowly to essentially mean public improvement projects rather than completed public improvements.

A more troubling argument is that the combination of a lease and a permit may be considered to be a public contract because together they amount to an agreement that involves the provision of services. Furthermore, even the lease by itself could be subject to the public contracting rules if the lease contains provisions relating to the provision of services and not just use of the property. A lease provision making the amount to be paid dependent on the volume of business could make the agreement subject to the public contracting rules.

Assuming the lease is a lease of real property, the City's rules relating to transfer of real property generally apply to sales and not to leases. In the absence of statutory or code regulations governing the lease of City property, the City (and in particular the City Manager who has authority under Charter Section 20A.2(j) over City property) has an obligation to manage the property in the best interests of the public and the City. A misuse of City resources could be treated as a misuse of City funds. Therefore, any lease that does not result in maximum financial benefit to the City would have to be justified as meeting some other public interest. The only way to assure that the City gets the maximum financial benefit would be to provide some type of competitive process for the lease.

Any attempt to structure the transaction as a permit and a lease could be subject to legal challenge that some aspect of the overall arrangement is a public contract. If the City decides to adopt this approach, it would still have to comply with the preference given to the Commission. It would have to provide the Commission advance notice and the opportunity to submit an offer.

Another option under these particular circumstances is to provide more detail to the existing agreement with ARD, as discussed in the next section.

The Effect of the Contract with Atfalati Recreation District, Inc./Option 4

The February 1998 agreement with ARD relates to the use of real property between two parties, each of which have an interest in the property. Under the terms of the Agreement, the City recognizes that ARD has equitable rights in the property, including the right to have a "snack shack." The agreement, because it relates to real estate rather than to the provision of goods and services, should not be considered a "public contract" subject to competitive bidding requirements imposed by state statute or the City's administrative rules.

It is less clear whether the City should have advised the Commission about the 1998 agreement. The Commission could take the position that the agreement included a provision authorizing ARD to provide vending services on public property and that notice to the Commission was therefore required. However, the City has a reasonable argument that this was a division of rights among equitable property owners and that it therefore was not the granting of a contract for vending services that required notice to the Commission.

The better position is that the 1998 agreement was a valid real property agreement and not a contract for vending services. The City therefore can take the position that the contract is valid and in effect. The agreement gives the right to ARD to have a snack shack, a right that ARD exercises as part of its equitable interest in the property. That right remains in effect, and the City and ARD can supplement the agreement to provide more detail (as contemplated in the agreement) concerning construction and operation of the concession stand. As an agreement among property owners relating to the management of the real property, it should not be subject to public contracting rules and should avoid problems with ORS Chapter 346.

This situation does point out that there may be some opportunity for the provision of vending services elsewhere in Cook Park or in other city parks. The City has an obligation to identify opportunities for vending services on all public property it controls and to periodically inform the Commission of any such opportunities. ORS 346.530. The agreement with ARD does not give ARD the exclusive right to operate concessions in the park. In complying with the requirement to provide

Memorandum re: Concession Stand in Cook Park  
February 20, 2002  
Page 6

periodic reports to the Commission, it is advisable for the City to inform the Commission of Atfalati's equitable interest in the park and its right as equitable owner to provide concession services. The City should also inform the Commission of any opportunities for vending services that exist in other portions of Cook Park, in other City parks, or on other City property.

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The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

8. UPDATE ON COOK PARK MASTER PLAN EXPANSION PHASE II

Property Manager Roy presented the staff report and PowerPoint slides, which are on file in the City Recorder's office. Mr. Roy reviewed with Council a map of Cook Park and the facilities included in the expansion. He also responded to a question about the high cost of the restrooms and advised how they would be constructed. The amount stated is an engineer's estimate.

9. DISCUSSION OF OPTIONS TO PAY ADDITIONAL CITY COSTS FOR THE 69<sup>TH</sup> AVENUE LOCAL IMPROVEMENT DISTRICT (LID)

- a. City Engineer Duenas presented the staff report, which is on file in the City Recorder's office.
- b. After discussion, Council members agreed with the staff's recommendation as contained in the February 26, 2002, memorandum from City Engineer Duenas and Finance Director Prosser. Staff will prepare an ordinance to spread the assessments for Council consideration on March 26, 2002.

10. CONSIDER AN ORDINANCE AMENDING CHAPTER 10.28 OF THE TIGARD MUNICIPAL CODE PERTAINING TO PARKING

- a. City Engineer Duenas presented the staff report, which is on file in the City Recorder's office.
- b. Motion by Councilor Dirksen, seconded by Councilor Patton, to adopt Ordinance No. 02-14

ORDINANCE NO. 02-14 – AN ORDINANCE AMENDMENT CHAPTER 10.28, PARKING, OF THE TIGARD MUNICIPAL CODE

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF 19 March 02

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update to Council on Cook Park Master Plan Expansion Phase II

PREPARED BY: John Roy DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

This is an informational update. No Council action is requested.

STAFF RECOMMENDATION

Not applicable.

INFORMATION SUMMARY

The purpose of this agenda item is to update Council on the current status of the Cook Park Master Plan Expansion. Phase I construction was completed in November of 2001. Included in Phase I construction was the 85th Ave. emergency access road, wetland viewing gazebo, infrastructure, parking lot with landscaping and irrigation, butterfly garden, sports field grading and irrigation. The budget for Phase I construction was \$771,764.00 with the actual construction cost being \$715,494.00. The project came in \$56,270.00 under budget. Due to staff obtaining funding for the park project through a \$250,000.00 grant from Oregon Recreation and Park Association and a low interest loan in the amount of \$2,300,000.00 from the Oregon Economic and Community Development Department, Phase III construction originally scheduled for FY2003-2004 has been incorporated into Phase II. This will allow for completion of the Master Plan Expansion in the fall of 2002, one year ahead of the original schedule.

Phase II construction will consist of the following components with the engineer's estimate; picnic shelter (\$103,098), tot-lot playground (\$88,320), maintenance building (\$160,000), parking lot (\$144,620), restroom building (\$396,750), restroom/concession building (\$440,709), and regional /soft trail (\$94,320). The total estimated cost of Phase II construction is \$1,500,876.00.

OTHER ALTERNATIVES CONSIDERED

Not applicable.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Any Goals, Strategies, and/or Action Plan Items from "Tigard Beyond Tomorrow"

ATTACHMENT LIST

Not applicable

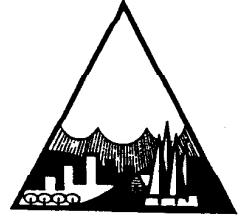
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### FISCAL NOTES

The engineer's estimate for construction of Phase II is \$1,500,876.00. Funding for this project is available as a result of having a remaining balance of \$56,272 from the Park CIP budget for Phase I construction for this fiscal year , in addition to the \$250,000 ORPA block grant and the \$2,300,000 from the Oregon Economic and Community Development Department.



# MEMORANDUM



TO: Bill Monahan  
FROM: Dan Plaza *Dan*  
RE: ARD Proposed Payment Schedule  
DATE: September 26, 2002

Ed asked that I get you a copy of the latest offer made by ARD pertaining to a repayment schedule for land purchase, concession stand/restroom building, landscaping, irrigation and turf.

Attached are copies of an e-mail John Anderson sent to me after he and Dave Nicoli met with Ed and I in late April. The e-mail sets forth information that led to ARD's repayment schedule.

At the present time ARD owes the City \$354,500 over the next 10-years, see schedule. Their proposed pay schedule has them paying \$286,500 over the next ten-years, see schedule.

ARD's proposal is that they pay 73% of the concession/bathroom building.

Concession/bathroom actual cost = \$256,000  
ARD payment towards concession/bathroom over 10-years = \$188,000  
Difference between actual cost and ARD payments = (\$68,000)

They are seeking your approval on their proposal to pay 73% of the concession/bathroom building.

If you have any questions please let me know and I can meet with you to discuss this further.

Thank you.

NOTE: Loan interest is not included in these figures

**ARD (TLL, SSSC)**  
**Proposal for Repayment of Expenditures by the City for New Fields at Cook Park**  
**29-APR-2002**

													TOTAL PROPOSED PAYMENTS
TLL = Tigard Little League SSSC = South Side Soccer Club		2002	2003 <sup>5</sup>	2004	2005	2006	2007	2008	2009	2010	2011		
AMOUNTS EXPENDED or TO BE EXPENDED BY CITY													
Original land purchase \$150K <sup>1</sup>	\$60,000												
2002 concession stand/restroom	\$256,000												
2002 landscaping, irrigation, grass <sup>2</sup>	\$38,500												
TOTAL EXPENDED	\$354,500												
PROPOSED PAYMENTS-based on club's ability to pay													
Payment made toward \$87K expenditure <sup>3</sup>	\$48,500												
Proposed Annual Payment by ARD <sup>4</sup>	\$5,000	\$15,000	\$23,000	\$25,000	\$27,000	\$28,000	\$28,000	\$29,000	\$29,000	\$29,000	\$29,000		
PROPOSED ANNUAL PAYMENTS	\$53,500	\$15,000	\$23,000	\$25,000	\$27,000	\$28,000	\$28,000	\$29,000	\$29,000	\$29,000	\$29,000		\$286,500

<sup>1</sup> Of the original ten \$15K annual payments, 4 payments remain. Regular \$15K annual payment made by ARD within past 30 days.

<sup>2</sup> Remaining balance after deduction of payments: \$10K (TLL + SSSC) and \$38.5K (SSSC pays as soon as an invoice is generated to ARD).

<sup>3</sup> \$5K TLL + \$5K SSSC (paid in FEB) + \$38.5K SSSC (as soon as an invoice is generated to ARD)

<sup>4</sup> This calendar year, ARD (TLL, SSSC) have paid:

\$15K (regular annual payment)

\$10K (payment toward \$87K)

\$38.5 (payment toward \$87K) [payment to be made as soon as City sends invoice to ARD]

The \$5K represents the additional cash the two clubs can afford to outlay this year toward debt retirement.

<sup>5</sup> In 2003 ARD (TLL, SSSC) will spend approximately \$10K to buy portable backstops, goals, benches, etc. for new fields.

NOTE: ARD (TLL, SSSC) reserves the right to make larger annual payments than shown above, without paying a pre-payment penalty. Additional payments would be credited against the principal.

\$354,500  
 - 286,500  
 (68,000)

\$256,000  
 - 68,000  
 \$188,000

73% of  
 Concession  
 Stand-  
 Restroom